

CONCORDIA UNIVERSITY IRVINE DAY USE FACILITIES CONTRACT

CONFERENCE TITLE: Irvine PD Volunteer Appreciation Breakfast
EVENT #: TBD
DAY: 6/11/2022

This Facilities Contract is made and entered into this **11th day of June 2022** by and between Concordia University, 1530 Concordia West, Irvine, CA 92612, hereinafter called the University, a not for profit corporation, and

Organization: City of Irvine
Contact: Christine Tully
Email: CTully@cityofirvine.org
Address: 1 Civic Center Plaza, Irvine, CA 92606

hereinafter called the Renter. Except as expressly set forth within this agreement, the Renter is solely responsible and Concordia University is not responsible for organizing, financing, advertising or conducting the conference. The University agrees to provide facilities and services and the Renter agrees to compensate the University for those facilities and services in accordance with the terms and conditions listed below.

Rates are based on 90% to 105% of the guaranteed attendance figure of up to 225 attendees. The Renter agrees to pay any increase in rates as a result of change in attendance.

Signs may be placed on University property only with prior written approval of Concordia University, Irvine University Services Department.

I. FACILITIES, EQUIPMENT AND HOUSING**A. Facilities**

Concordia University agrees to provide the following Facilities to the Renter as arranged with the University Services Office.

- **Student Union Cafeteria**

Note: All paths of travel, open spaces and areas of shared use (cafeteria, common area) are considered part of the facility use.

B. Equipment

The University agrees to provide equipment for use by the Renter as follows:

- **No towels or linens provided.**
- **Equipment permanently affixed or, selected equipment only as specified under XVI. Additions, housed in the facilities listed in Section IA**
- **Equipment as required for Renter's requested catering listed in Section IVA**

II. USE

The Renter shall use the Facilities for the purpose of an **appreciation breakfast** and no other. The Renter shall comply with all present and future laws or ordinances applicable to the Facilities and its use of the Facilities and shall not commit or suffer waste on the Facilities, or use or permit anything at the Facilities which may constitute a public or private nuisance or which may be dangerous to person or property.

Renter shall adhere to, enforce and inform its officers, agents, employees, subcontractors, guests, invitees, participants and vendors of Use rules and regulations as set forth in the Contract or any attached Rider or Addendum.

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During the Renter's use of the Facilities, the University shall have access to the Facilities as necessary for the University's use of its adjoining properties and to assure compliance with this Contract.

No signs may be placed on University property without prior written approval of Concordia University Services Department.

III. FOOD SERVICE

Meal times will be set by the Bon Appetit. Regular meal times include all people on campus: students, faculty, staff and other guests. There are no refunds for meals not eaten or for event participants who depart/checkout prior to the agreed upon group checkout date.

Banquets, barbecues, receptions, breaks and other catered events must be arranged with the Food Service Department and the Office of University Services at least thirty (30) days prior to the requested service date. Such service will incur an additional cost and will be taxed at the current rate. Charges will be applied to the final billing.

IV. TERM

The term of this agreement shall be for **one (1) day**, and shall commence **at 7:00am on 6/11/2022** can end no later than **11:00pm on 6/11/2022**.

V. FINANCIAL ARRANGEMENTS

A. Charges

The charges for facilities and services listed are subject to guaranteed housing and food service numbers and shall be as follows:

B. Charges- Estimate

Student Union- Half Day	\$750.00
IT/ AV Fee (\$40 per hour- estimate 6 hours)	\$240.00
Subtotal	\$990.00
Administrative Fee (15% of Subtotal before discount)	\$148.50
Discount 100% of Facility Rental Fee	(\$750.00)
Event Total	\$388.50

All necessary outside rentals (tables, chairs, etc.) will be at the Renter's expense.

C. Facility Deposit

A **non-refundable deposit of \$0.00** must accompany this contract to confirm the initial reservation.

E. Payment Schedule

\$388.50

Due 30 from receipt of Invoice

All additional charges incurred during event due upon presentation of invoice within thirty (30) days of event. If payment is not received within 30 days from the date of the invoice, a surcharge of 3% will be added to the outstanding balance. For accounts past due 60 days or more, an additional late fee will be assessed.

F. Cancellation

If the Renter cancels this Contract ninety (90) days or more prior to commencing the event as defined in III.

Term, Renter shall be liable to the University for any and all third-party direct costs incurred by the University specifically in preparation to fulfill this Contract in addition to fifty percent (50%) of the next regularly scheduled payment as identified in Section IV B.

If the University cancels this Contract or is unable to provide part or all the Facilities specified in this Contract, as defined in I. Facilities and Equipment, the University shall give prompt notice to the Renter of said inability and all monies paid for Rental of canceled Facilities shall be refunded. Renter remains liable to the University for any and all third-party direct costs incurred by the University specifically in preparation to fulfill this Contract.

VI. INSURANCE

Coverage. Throughout the term of this Contract, Renter shall maintain the insurance coverage described below to protect against claims which may arise out of or result from Renter's operations under this Contract. Certificates of insurance will be provided to the university.

- (a) Commercial General Liability (CGL) Insurance, and if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. The University shall be listed as an additional insured on the CGL policy and commercial umbrella policy, if applicable, but only with respect to operations of vendor under this Contract.
- (b) Automobile Liability Insurance with a limit of not less than \$2,000,000 each occurrence, which includes coverage for owned, hired, and non-owned vehicles.
- (c) Accident Medical Insurance with a limit of not less than \$50,000 each occurrence.
- (d) Property Damage Insurance with a limit of not less than \$50,000 each occurrence.
- (e) Participant and Workers Compensation and Employers Liability Insurance consistent within statutory requirements.
- (f) Groups composed of minors must have Sexual Misconduct insurance coverage for not less than \$250,000 per occurrence

Insurance Terms. Policies of insurance shall be issued by insurance companies with an A.M. Best rating of A- or better and licensed to do business in this state. The University will be listed as certificate holder and additional insured. No change or cancellation in insurance shall be made without fifteen (15) calendar days prior written notice to the University Liaison. Prior to the date of occupancy by Renter, and thereafter, at least ten (10) days prior to renewal of policies, certificates of insurance evidencing required coverage shall be delivered to the University Director of Conferencing and Events. In the event that vendor shall fail to deliver, maintain, or keep in force any such insurance, the University shall have the right to cancel and terminate this Contract forthwith and without notice, or to obtain such insurance at vendor cost and expense.

VII. FOOD CONTRACT

Under this contract Bon Appetit is the sole provider of all food and catering services.

VIII. DAMAGE

The Renter shall be liable for any damage to the Facilities or property therein which may be caused by any act or negligence of the Renter, its employees, agents, and other individuals using the Facilities with its consent, and the University may, at its option, repair such damage, and the Renter agrees to reimburse and compensate the University, as additional rent, for the total cost of such repair or damage, within (5) days of receiving a statement by University for the same.

IX. WAIVER

The Renter, on behalf of itself, its employees, agents, and other individuals using the Facilities with its consent, hereby waives any and all claims of liability against the University for any damage or injury to the person or property of the Renter, its employees, agents, and other individuals using the Facilities with its consent, or for the loss or damage by theft or from any other cause whatsoever. However, there is an exception for damages or injuries caused by the University's (and that of its employees, agents, and representatives) negligence or misconduct.

X. INDEMNIFICATION

City of Irvine shall defend, indemnify and hold Concordia University, its officers, employees and agents harmless from and against any and all liability, loss, expense, 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, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of **City of Irvine**, its officers, agents, employees, subcontractors and vendors.

Concordia University, Irvine shall defend, indemnify and hold the City of Irvine, its officers, agents, employees, volunteers, vendors, and agents harmless from and against any and all liability, loss, expense, 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, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of **Concordia University, Irvine** its officers, agents, employees, subcontractors and vendors.

Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release Renter from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of any such termination or completion.

XI. FORCE MAJUERE

Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation:

- Natural disasters (earthquakes, hurricanes, floods)
- Wars, riots, or other major upheaval
- Performance failures of parties outside the control of the contracting party (e.g., disruptions in telephone service attributable to the telephone company or labor actions by employees of a common carrier).

To substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of non liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon.

XII. ENTIRE AGREEMENT

This document constitutes the complete Contract between the Renter and the University and no amendment to this Contract shall be valid unless in writing and executed by both the Renter and the University.

XIII. USE OF UNIVERSITY NAME

The University's name may be used in reference to Renter's event location. The Renter will not use the name Concordia University in any advertisement material, brochure, mailer or any similar item in a manner that infers that the University is a sponsor/co-sponsor or in any way affiliated with, the user group unless prior written approval has been granted by an office of the University.

XVI. ASSIGNABILITY

The Renter may not sublet any portion of the Facilities or assign, mortgage, encumber, or otherwise transfer this Contract without the prior written consent of the University. Any consent by the University shall not constitute a waiver of this provision for any future assignment, encumbrance, sublease or transfer or a release of the Renter from its obligations under this Contract.

XV. APPLICABLE LAW

The terms of this Contract shall be governed by the laws of the state of California.

XVI. ATTORNEYS' FEES AND EXPENSES

If either party shall bring an action related to this Contract against the other, the prevailing party in any litigation shall be entitled to indemnification and payment of its costs and expenses, including attorneys' fees incurred in connection with such action.

B. XLVI. ADDITIONS

The Renter agrees to pay for additional use of Concordia University facilities, equipment, labor, catering, or any other services. Such items shall be billed at standard rates and payment will be due immediately upon presentation of invoice.

- Should an A/V Technician be required, Renter agrees to contract a CUI technician at \$40/hour via notification to CUI conferencing no less than fourteen (14) days in advance of event.

- Renter accepts responsibility to remove any and all decorations or place excessive trash in appropriate receptacles prior to leaving the venue.
- Renter assumes all responsibility for any damage or loss to any and all personal property or equipment owned, acquired by and/or delivered to University at the request of Renter for Renter's purpose of use, sale, demonstration or display.
- Renter assumes all responsibility for repair/replacement cost due to any damage to University provided equipment or facilities.

XVIII. AUTHORITY

Each person signing this Contract warrants and represents that he or she has been duly authorized and acts on behalf of the Renter or the University, as applicable.

IN WITNESS WHEREOF, the Renter and the University execute this Contract on 6/8, 2022.

RENTER:

City of Irvine

By: [Signature]
(Signature)

Michael Kent
(Printed Name)

Chief of Police
(Title)

Address:

1 Civic Ctr. Plaza, Irvine

UNIVERSITY:

Concordia University

By: [Signature]
(Signature)

Timothy J Odle
Vice President, University Operation and Athletics
Concordia University Irvine

Address:

1530 Concordia West
Irvine, CA 92612-3299

Attest:

By: 

Carl Petersen

Its: City Clerk

APPROVED AS TO FORM:

RUTAN & TUCKER, LLP

By: 

Jeffrey Melching