

Contact Information

Main Contact	Cindy Chang Nevada Department of Education 700 E Fifth St Carson City NV 89701	Tel. 702-486-7952 Email CChang@doe.nv.gov Fax. (775) 687-9250
Type	None	Booked On Mon Jan 29 18
Booking status	Proposal	Confirmation Date
Dates	Mon Jun 18 18 to Mon Jun 18 18	Event Manager Heather Rappaport Contact Tel. (702) 895-2643 Contact Email heather.rappaport@unlv.edu

Event Space

Rooms	From/To	Layout x People	Equipment	Qty
Student Union				
Ballroom	Mon Jun 18 - Mon Jun 18 Access Time: 9:00 AM - 5:00 PM	Rounds of 8 (200)		
	9:00AM to 5:00PM			
Meeting Room 205	Mon Jun 18 - Mon Jun 18 Access Time: 9:00 AM - 5:00 PM	Theater (40)	AV - Medium Smart Room	1
	9:00AM to 5:00PM		Equipment-Chair Meeting Room	50
			Equipment-Table Classroom	2
Meeting Room 209	Mon Jun 18 - Mon Jun 18 Access Time: 9:00 AM - 5:00 PM	Theater (40)	AV - Medium Smart Room	1
	9:00AM to 5:00PM		Equipment-Chair Meeting Room	50
			Equipment-Table Classroom	2
Meeting Room 211	Mon Jun 18 - Mon Jun 18 Access Time: 9:00 AM - 5:00 PM	Theater (40)	AV - Medium Smart Room	1
	9:00AM to 5:00PM		Equipment-Chair Meeting Room	50
			Equipment-Table Classroom	2
Meeting Room 213	Mon Jun 18 - Mon Jun 18 Access Time: 9:00 AM - 5:00 PM	Theater (40)	AV - Medium Smart Room	1
	9:00AM to 5:00PM		Equipment-Chair Meeting Room	50
			Equipment-Table Classroom	2

Food and Beverage

Catering	Time	Description	Qty	Room	Area
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Food and Beverage

Catering	Time	Description	Qty	Room	Area
Monday Jun 18 2018					
UNLV Catering	- 01:00	Lunch	200	Ballroom	Student Union
Estimate - actuals will be based on client selection.					

Estimated Charges

Description	Quantity	Net Rate	Taxable	Net Subtotal
Mon Jun 18 2018				
Student Union Room Charge - Full Day - Ballroom	1	\$2,000.00	<input type="checkbox"/>	\$2,000.00
Student Union Room Charge - Full Day - Meeting Room 205	1	\$275.00	<input type="checkbox"/>	\$275.00
Student Union Room Charge - Full Day - Meeting Room 209	1	\$275.00	<input type="checkbox"/>	\$275.00
Student Union Room Charge - Full Day - Meeting Room 211	1	\$275.00	<input type="checkbox"/>	\$275.00
Student Union Room Charge - Full Day - Meeting Room 213	1	\$275.00	<input type="checkbox"/>	\$275.00
SUES Setup Equipment - Equipment-Chair Ballroom - Equipment-Chair Ballroom	200	\$0.00	<input type="checkbox"/>	\$0.00
SUES Setup Equipment - Equipment-Table 60-inch Round - Equipment-Table 60-inch Round	25	\$0.00	<input type="checkbox"/>	\$0.00
SUES Setup Equipment - Equipment-Table 6-foot - Equipment-Table 6-foot	4	\$0.00	<input type="checkbox"/>	\$0.00
SUES Audio Visual - SUES Audio Visual - AV-Mixer (Small)	1	\$25.00	<input type="checkbox"/>	\$25.00
SUES Setup Equipment - AV-Podium - AV-Podium	1	\$40.00	<input type="checkbox"/>	\$40.00
SUES Specialty Items - SUES Audio Visual - AV-Laptop SU (Dell)	1	\$100.00	<input type="checkbox"/>	\$100.00
SUES Setup Equipment - Equipment-Risers - Equipment-Risers	4	\$100.00	<input type="checkbox"/>	\$400.00
SUES Setup Equipment - Equipment-Riser Stairs Metal 24" - Equipment-Riser Stairs Metal 24"	1	\$0.00	<input type="checkbox"/>	\$0.00
SUES Audio Visual - SUES Audio Visual - AV-Mic. Wireless - Single Pack	1	\$75.00	<input type="checkbox"/>	\$75.00
SUES Audio Visual - AV-Projector BR C - AV-Projector BR C	1	\$480.00	<input type="checkbox"/>	\$480.00
SUES Audio Visual - AV-Mini-XLR-Cable - AV-Mini-XLR-Cable	1	\$0.00	<input type="checkbox"/>	\$0.00
SUES Audio Visual - SUES Audio Visual - AV - Medium Smart Room	1	\$150.00	<input type="checkbox"/>	\$150.00
SUES Setup Equipment - Equipment-Chair Meeting Room - Equipment-Chair Meeting Room	50	\$0.00	<input type="checkbox"/>	\$0.00
SUES Setup Equipment - Equipment-Table Classroom - Equipment-Table Classroom	2	\$0.00	<input type="checkbox"/>	\$0.00
SUES Setup Equipment - Equipment-Chair Meeting				

Estimated Charges

Description	Quantity	Net Rate	Taxable	Net Subtotal
Room - Equipment-Chair Meeting Room	50	\$0.00	<input type="checkbox"/>	\$0.00
SUES Setup Equipment - Equipment-Table Classroom - Equipment-Table Classroom	2	\$0.00	<input type="checkbox"/>	\$0.00
SUES Audio Visual - SUES Audio Visual - AV - Medium Smart Room	1	\$150.00	<input type="checkbox"/>	\$150.00
SUES Setup Equipment - Equipment-Chair Meeting Room - Equipment-Chair Meeting Room	50	\$0.00	<input type="checkbox"/>	\$0.00
SUES Setup Equipment - Equipment-Table Classroom - Equipment-Table Classroom	2	\$0.00	<input type="checkbox"/>	\$0.00
SUES Audio Visual - SUES Audio Visual - AV - Medium Smart Room	1	\$150.00	<input type="checkbox"/>	\$150.00
SUES Setup Equipment - Equipment-Chair Meeting Room - Equipment-Chair Meeting Room	50	\$0.00	<input type="checkbox"/>	\$0.00
SUES Setup Equipment - Equipment-Table Classroom - Equipment-Table Classroom	2	\$0.00	<input type="checkbox"/>	\$0.00
SUES Audio Visual - SUES Audio Visual - AV - Medium Smart Room	1	\$150.00	<input type="checkbox"/>	\$150.00
SUES Setup Equipment - Equipment-Table 6-foot - Equipment-Table 6-foot	4	\$0.00	<input type="checkbox"/>	\$0.00
SUES Setup Equipment - Equipment-Chair Ballroom - Equipment-Chair Ballroom	8	\$0.00	<input type="checkbox"/>	\$0.00
Parking - Daily Parking Pass (Student)	150	\$4.00	<input type="checkbox"/>	\$600.00
Catering - Lunch (estimate)	200	\$20.00	<input type="checkbox"/>	\$4,000.00
25% SU Room Discount	-1	\$775.00	<input type="checkbox"/>	-\$775.00
50% AV Discount	-1	\$590.00	<input type="checkbox"/>	-\$590.00
10% Management/Service Charge	1	\$805.50	<input type="checkbox"/>	\$805.50
Net Subtotal				\$8,860.50
Net Total				\$8,860.50
Tax Total				\$0.00
TOTAL				\$8,860.50

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Terms and Conditions

Formal Entity Name: Nevada Department of Education
State of Organization: NV

For the purpose of User conducting the following event (the "Event"):

I HAVE READ AND AGREE TO THE PROVISIONS SET FORTH IN THIS AGREEMENT AND THE ATTACHED TERMS AND CONDITIONS.

ACCEPTED BY _____:

User's Designee Printed Name

User's Designee Title

User's Designee Signature

Date

THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ACTING ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS

RECOMMENDED BY:

Heather Rappaport, Assistant Director for Sales & Business Operations Date

RECOMMENDED BY:

Jon Tucker, Director for Student Union & Event Services Date

APPROVED BY:

Karen Strong, Associate Vice President for Student Affairs Date

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Event Space Access and Services

- A. **Access to the Event Space:** University shall provide access to the Event Space during the time periods described in this Agreement. University will provide at its expense heating/air conditioning and overhead light for ordinary use during those hours.
- B. **Custodial Services:** The University will provide throughout the Event one daily clean-up of the Event Space, consisting of removal of trash, cleaning of restrooms and vacuuming. All other services will be at the expense of the User at the rate of \$50 per hour, per person or prevailing rate.
- C. **Staffing:** University will provide staff described in this Agreement. If User requests services in addition to those described in this Agreement, User will pay University's prevailing rates in effect at the time of the Event. User may request a list of University's staff rates.
- D. **Management/Service Charge:** A 10% service charge will be added to the final invoice for all services provided pursuant to this Contract.
- E. **Food and Beverage:** All food and beverages served in the Event Space must be provided by UNLV Catering and Dining Services or a licensed third-party vendor approved by University. With the exception of events in the Stan Fulton Building, User may purchase and serve pre-packaged food (e.g., chips, cookies, sandwiches) and beverages from licensed vendor, no food or beverage concessions are allowed without University approval. For events in the Stan Fulton Building, all food service must be coordinated by the Student Union & Event Services office.
- F. **Comparable Event Space:** The Student Union & Event Services office reserves the right to grant priority use to events that require multiple rooms and to relocate smaller events to campus locations that have comparable space. If a group is relocated, reasonable notice will be provided to User's designated group representative before the start of the Event.

Deposits, Refunds and Changes to the Contract

- A. **Deposits:** A non-refundable deposit of 10% of total estimated charges listed in this Agreement is due at time of reservation. An additional 75% deposit for a total of 85% of the estimated Event Space and services charge is due thirty (30) days before the scheduled Event. Failure to remit timely deposits will result in cancellation of a reservation. Final payment is due from the User thirty (30) days following the issuance of a final invoice.
- B. **Refunds:** When a refund is due to the User, a check will be issued by the University Business Center South Office within forty-five (45) days after termination of Contract or after the close of the Event.
- C. **Changes to this Contract:**
1. **Event/Meeting Space and Services:** Event/meeting space and services: Cancellation or reduction prior to the thirty (30) day window will result in a cancellation fee of 10% of charges for the reservation being cancelled. Space reduction any time during the final thirty (30) days before scheduled event will result in forfeiture of the entire deposit due (85% of the reduced spaces), unless otherwise specified.

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2. **Group Accommodations in Conference Housing:** The minimum group size accepted is twenty (20) Participants. If User's group falls below this number, the Student Union & Event Services office reserves the right to cancel this Contract or bill a minimum of twenty (20) beds. Fourteen (14) days prior to the first night's stay User must notify the Student Union & Event Services office, in writing, the guaranteed number of beds needed for group's stay and will be held liable for all unused beds at a rate of 25% of the overnight cost set forth in this Contract. If notification is given less than fourteen (14) days prior to the first night's stay, User will be liable for the total dollar amount indicated for "Conference Housing" listed in this Contract, the guaranteed number of beds per night given at fourteen (14) days prior to the first night's stay, or actual beds filled per night, whichever is greater.

If beds are contracted for double occupancy and rooms filled at single occupancy, User will be charged single occupancy rates for the applicable rooms. If the total number of Participants should increase from that indicated in this Contract, the User shall notify the Student Union & Event Services office in writing at least two (2) weeks prior to scheduled arrival date. In some cases, additional room accommodations may not be available. Any additional beds needed above the number agreed upon in this Contract will be added to the final invoice. Should rooming list count be in excess of contracted amount above, Conference Agent will be responsible for specified bed count on the rooming list provided to Student Union & Event Services.

3. **UNLV Dining Commons:** User will be charged for dining numbers submitted by the deadline or actual meals used, whichever dollar amount is greater.

4. **UNLV Catering:** Changes to catering numbers submitted after the three-business days prior deadline may result in a change fee of 25% of added or reduced costs. User is responsible for 100% of the cost of special orders.

Public Safety, Use and Control of the Event Space

A. **Compliance with Laws and Regulations:** User and its Participants will comply with all laws, ordinances and regulations, including tax and license fees of federal, state, and local governmental agencies or bodies and all University and Event Space rules and regulations and will abide by all requests by duly authorized government agencies responsible for public safety.

B. **Limited Event Space Use:** The User may only use those event spaces covered within the scope of this Agreement. The User agrees that occupancy of assigned rooms is limited to those persons assigned to those rooms, and that the spaces will not be loaned to or occupied by a person(s) not assigned to that space. No group is guaranteed the exclusive use of Facility at any given time and can expect to share the Facility with other groups.

C. **Control of Event Space:** The Parties agree that University does not relinquish right to control the management of the Event Space or any of its other Event Spaces and will act to enforce all applicable laws, rules, and regulations.

D. **Amplified Sound:** If User wishes to use amplified sound, User must take reasonable steps to prevent that sound from interfering with other persons or parties. As agreed upon in the amplified sound policy.

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- E. **UNLV's Right of Refusal:** The University retains the right to refuse any performance, exhibition, or entertainment to be offered under this Contract in any of the Student Affairs Event Spaces. The User agrees that no such activity or part of an activity shall be given or heard if the University objects on the grounds of liability reasons, failure to uphold advertising claims, or violations of contract restrictions agreed to by both parties at the time of execution of this Contract.
- F. **Supervision of Minors:** User shall provide adult supervision at all times for any Participants under age 18. Adult chaperones shall advise each minor Participant of University rules and regulations, act as liaison between University staff and minor Participants, and shall be responsible jointly with User at all times for the conduct of Participant under supervision. User and chaperone are responsible for insuring compliance with all additional state and federal laws, rules, and regulations applicable to use of the Event Space by Participants.
- G. **Defacement of Property:** User agrees to ensure the condition of the Event Space used and to restore the Event Space to its original condition as of the date User entered the Event Space, if needed. Any repairs needed for damage done to the Event Space/Facility by the User or by any Participant, shall be paid by the User, including inventoried or non-inventoried items that are missing or destroyed. The determination of the amount of such loss or damage shall be made by the University at its sole discretion. Excessive clean-up after events may also incur additional charges for staff time at the rate of \$50 per hour per person or prevailing rate.
- H. **Missing or Destroyed Items:** All items found missing or destroyed at the conclusion of the Event shall be charged per item to the User according to current replacement costs, including labor if required. Inventoried items include, but are not limited to linens, audio/visual equipment, catering/dining equipment, bath towels, wash cloths, pillowcases, bathmats, pillows, blankets, mattress pads, or furniture.
- I. **Removal of Property:** User agrees that all materials pertinent to the Event which are not the possession of the University will be removed from the premises before the expiration of this Contract. Failure to do so will mean that the User's effects are abandoned and may be disposed of by the University. Abandonment of premises shall not release the User from any obligation due to the University.
- J. **Merchandise Sales:** User agrees to provide proof of any required business license to the University in advance of the sale of any merchandise or services. Vendors on the premises in conjunction with the Event shall also provide proof of business license and insurance coverage in advance of conducting business at the University.
- K. **Advertising:**
- Accuracy of Advertising:** User agrees that all advertising of the Event will be honest and true and will include accurate information on performance time and ticket prices. No advertising or publicity may state or imply that the University sponsors or is responsible for the User's activities during the period of use.
 - References to UNLV Event Space:** The User agrees to identify the Event Space in its advertising as outlined in the individual Event Space use policies and that the Event Space is located on the campus of "The University of Nevada, Las Vegas" which may be abbreviated as "UNLV." Groups sponsoring events for political or religious activities must include the following statement in all advertising: "This event (or

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publication) does not reflect an opinion or endorsement by the University of Nevada, Las Vegas.”

3. **Use of UNLV Marks:** User shall not use any name, mark, logo, design or other symbol of UNLV in the performance of any services, in its advertising, or in the production of any materials related to this Contract, without the prior written approval of UNLV. If a license is granted to use UNLV marks, User shall use such marks only as approved and posted by the UNLV Reprographics and Design Services Unit as “Official UNLV Logos,” as such logos may be revised from time to time. In addition, User shall comply with the information and guidelines contained in the UNLV Graphics Standards Manual, including permitted colors and required resolutions for the Official UNLV Logos.

L. **Seating Capacity:** The User will not permit occupancy in excess of the seating capacity of the Event Space as determined by the University.

M. **Theft:** The University shall not be responsible for losses by User, its agents or employees or ticket holders due to theft or disappearance of equipment or other personal property, including periods when the Participants are not in the Event Space.

N. **Objectionable Persons:** The University reserves the right to eject from the Event Space/Facility any objectionable person or persons and neither the University nor its employees shall be liable to User for any damages that may be sustained through the exercise of such right.

O. **Animals Prohibited:** The User or its Participants shall not bring or permit to be brought into the Event Space/Facility any animals with the exception of law enforcement and service animals.

P. **UNLV’s Right of Entry:** The University reserves the right at all times to enter the Event Space for verification of occupancy, safety, health, cleaning and maintenance.

Q. **Alcohol Policy:** Events in which alcohol beverages are to be present must conform to the provisions of the university liquor permit, state laws, county ordinances, University regulations, and associated policies. Use or possession of alcoholic beverages by any person under the age of twenty-one (21) is prohibited. University regulations do not permit possession or consumption of alcoholic beverages in public areas, including the common areas, recreation areas, and floor lounges. Users wishing to provide alcoholic beverages at an Event must submit, no later than fourteen (14) days prior to the Event, an Application for Alcohol Events Permit.

R. **Tobacco Policy:** Smoking tobacco and carrying lit tobacco products is prohibited in all buildings, balconies, covered areas, elevators on the campus and all designated non-smoking areas. Smoking within twenty-five (25) feet of building entrances/exits or air intake handlers is strictly prohibited.

S. **No Discrimination:** No person, on the grounds of handicap, race, color, religion, sex, age, creed, sexual preference, or national origin, shall be excluded from participation in, or denied benefit of or be otherwise subjected to discrimination in regard to the User’s use of Event Space. Breach of this provision shall result in the termination of this Contract.

Insurance, Liability and Indemnification

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A. **Insurance:**

1. **Required Policies of Insurance:** User shall procure and maintain throughout the term of this Contract, including any extensions or renewals, the following policies of insurance:
 - a. **Commercial General Liability Insurance:** User shall maintain commercial general liability insurance that includes coverage for but not limited to premises/operations, products/completed operations, personal injury and property damage in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Coverage shall be at least as broad as Insurance Services Office (ISO) form CG 00 01 .
 - b. **Automobile Liability Insurance:** User shall maintain automobile liability insurance in the amount of \$1,000,000 Combined Single Limit per occurrence. Coverage shall include owned, non-owned, and hired vehicles and be written on ISO form CA 00 01 or a substitute providing equal or broader liability coverage.
 - c. **Workers Compensation Insurance:** User shall maintain workers' compensation insurance with employer liability limits of at least \$100,000 per occurrence and for occupational disease. Workers' Compensation Insurance is required by law for anyone with employees. Sole proprietors and corporate officers can waive coverage by providing a mandatory affidavit available from UNLV. All Users and sub-contractors providing services shall provide proof of Workers' Compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapter 616A-D and all other related chapters, is not required.
 - d. **Sexual/Physical Abuse or Molestation Liability Insurance:** If User has participants under the age of 18 years old, staying overnight in the residence halls, User shall maintain Sexual/Physical Abuse or Molestation Liability insurance in the amount of \$1,000,000 Combined Single Limit per occurrence.
2. **Deductibles:** All insurance maintained by User shall apply on a first dollar basis without application of a deductible or self-insured retention, which shall not exceed \$5,000.00 per occurrence unless otherwise specifically agreed to by UNLV. This requirement shall not relieve User from the obligation to pay any deductible or self-insured retention.
3. **Mandatory Endorsements:** All insurance policies required of User by this Contract shall include the following endorsements:
 - a. **Primary Coverage Endorsement:** User's insurance coverage shall be primary over any other applicable insurance coverage available. Any insurance or self-insurance available to the Board of Regents of the Nevada System of Higher Education on behalf of UNLV shall be in excess of and non-contributing with any insurance required by User.
 - b. **Additional Insured Endorsement:** The Board of Regents of the Nevada System of Higher Education on behalf of University of Nevada Las Vegas at 4505 S. Maryland Parkway, Las Vegas,

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NV 89154 shall be named as additional insured on the Commercial General Liability policy by endorsement.

c. **Waiver of Subrogation Endorsement:** User waives all subrogation rights against the Board of Regents of the Nevada System of Higher Education on behalf of UNLV.

d. **Policy Cancellation Endorsement:** Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to specify that, without sixty (60) days prior written notice to UNLV, the policy shall not be canceled, non-renewed, or coverage and/or limits reduced or materially altered. The endorsement shall also provide that notices required by this paragraph be sent by certified mail to UNLV point of contact identified in the notices section of this contract. A copy of this signed endorsement must be attached to the Certificate of Insurance.

4. **Eligible Insurers:** Each insurance policy required by this Contract shall be offered by an insurance company(ies) authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made and shall carry an A.M. Best rating of A - IX or better. Until such time as the insurance is no longer required by the Board of Regents of the Nevada System of Higher Education on behalf of University of Nevada Las Vegas, Users shall provide UNLV with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as User has knowledge of any such failure, User shall immediately notify UNLV and immediately replace such insurance or bond with insurance or bond meeting the Contract requirements.

5. **Evidence of Insurance:** Prior to the start of the Event, User must provide UNLV an original Accord 25 Certification of Insurance or substantially similar original document demonstrating that each policy of insurance required under this Contract, including all mandatory endorsements, is in effect.

B. **Officials, Agents and Employees Not Personally Liable:** No official, officer, employee, or agent of UNLV shall be personally liable or responsible for any obligation contained in this Contract, whether expressed or implied, nor for any statement, representation or warranty made or in any connection with this Contract.

C. **Indemnification:** User, on behalf of any of its contractors, sub-contractors, consultants, service providers, vendors, and any other party performing work for the User, shall indemnify, defend and hold harmless Board of Regents of the Nevada System of Higher Education, its officers, employees, and agents from and against any and all liabilities, claims, losses, lawsuits, judgments and or expenses, arising either directly or indirectly from any act or failure to act by the User or any of its officers or employees, which may occur during or which may arise out of the performance of this Contract.

Termination and Default

A. **Termination by User Without Cause:** User may terminate this Contract without cause by providing written notice to the Student Union & Event Services office. Termination thirty-one (31) or more days prior to the commencement of the Event will result in a cancellation fee of ten percent (10%) of the total estimated charges

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stated in this Contract. Cancellation on or after thirty (30) days prior to the commencement of the Event will result in a cancellation fee of seventy-five percent (75%) of the total estimated charges stated in this Contract. In addition to such cancellation fees, User also agrees to pay any non-reimbursable expenses incurred by the University in connection with the Event covered by this Contract, including mail charges, rental equipment fees, or special orders.

B. Termination by University Without Cause: The University reserves the right to terminate this Contract without cause at any time up to thirty (30) days prior to the Event. University may exercise that right by providing written notice to User at the address listed in this Contract. In the event of a termination without cause by University, User agrees that its sole remedy shall be limited to a refund any all deposits previously paid.

C. Interruption of Event: If for any reason(s), an unforeseen and reasonably unforeseeable event occurs on the UNLV campus, including, but not limited to fire, terrorism, casualty, labor strike, electrical service or other utility interruption, that in the reasonable judgment of the University requires the evacuation of the Event Space, User will retain the use of the Event Space for sufficient time once the Event Space has been determined safe to re-enter at no additional charge provided that such extension of time does not interfere with another User. If it is not possible to complete the Event, User will be responsible only for actual expenses incurred and any use fees will prorated for the period during which the Event Space was unavailable.

D. Default by User: UNLV shall provide User written notice of any material breach of this Contract. Should User fail to cure such material breach within twenty-four (24) hours following receipt of written notice, UNLV shall have the right, in addition to all other applicable remedies at law or in equity, to terminate further performance of this Contract. On the effective date of the termination, User shall terminate all work and take all reasonable actions to mitigate expenses. In case of default by the User, UNLV reserves the right to hold the User responsible for any actual, consequential or incidental damages.

Notwithstanding the foregoing, User agrees that University may terminate this Contract without notice in the event of any material default for which no cure can be reasonably and timely implemented. Non-curable defaults include, but are not limited to, the following:

1. Tampering by a Participant with life safety equipment (fire alarms, fire sprinklers, emergency lights, etc.).
2. Sale, use or possession of illegal drugs by an Participant.
3. Possession or discharge by a Participant of firearms, weapons, ammunition, fireworks or explosives whether real or imitation on the University campus.
4. Misuse, abuse, theft or destruction of University property by a Participant.
5. Behavior by a Participant that is endangers person or property.
6. Failure by to maintain proper supervision of minors.
7. Illegal use of alcohol.

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E. **Default by UNLV:** User shall provide UNLV written notice of any material breach of this Contract. Should UNLV fail to cure such material breach within twenty-four (24) hours following receipt of written notice, User shall have the right, in addition to all other applicable remedies at law or in equity, to terminate further performance of this Contract. If it is not possible to complete the Event, User will be responsible only for actual expenses incurred and any use fees will prorated for the period during which the Event Space was unavailable.

Intellectual Property

A. **Performer Contracts:** User certifies that it has a valid, properly executed and compatible contract with any performers whose services form the basis for User's desire to rent the Event Space. The User shall submit to the University upon request a copy of each contract.

B. **Film Rights:** Users showing a film, or portion of a film during the Event, must provide documentation showing the User has been granted rights to the film prior to the Event.

C. **Copyrights:** User will assume all costs arising from the use of patented, trademarked, franchised, or copyrighted material used on or incorporated in the Event. User agrees to indemnify, defend, and hold harmless the University from all claims or costs, including legal fees, that might arise from question of use of any such material.

D. **Broadcast and Recording Rights:** University reserves all rights and privileges for outgoing television and radio broadcasts originating in the Event Space and for recordings, either audio or visual, made in the Event Space and intended for public distribution. These rights may be granted to the User only by the issuance of a "Broadcast and Recording Permit" and will be the subject of a separate written agreement.

Interpretation of this Contract

A. **Applicable Law:** The laws of the State of Nevada shall apply to the validity, construction, interpretation, and effect of this Contract. Any disputes arising out of or in connection with this Contract shall be litigated exclusively in a court of competent jurisdiction in Clark County, Nevada, and User expressly consents to the jurisdiction and venue of such courts. In any action to enforce this Contract, each Party shall bear its own attorneys' fees and costs.

B. **Assignment:** Any attempt by User to assign, transfer, sublet or to otherwise dispose of this Contract or its rights to use the Event Space to any person or company without the previous written consent of the University shall be void.

C. **Retention of Privileges:** The waiver or failure of the University to insist upon strict or prompt performance of the Contract herein shall not constitute or be constructed as a waiver or relinquishment of the University's right thereafter to enforce the same strictly according to the terms thereof in the event of a continuous or subsequent default on the part of the User.

D. **No Commission:** User warrants that no compensation has been paid or gift given directly or indirectly to any office or employee of the State of Nevada in exchange for acting as office agent, agent, employee, sub-user, or consultant to the User in connection with this Contract.

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E. **Independent Parties:** User or any employee, agent, officer, or designee thereof, is not an agent of the State of Nevada, the Board of Regents of the Nevada System of Higher Education, the University of Nevada, Las Vegas, or any other agency, political subdivision or department for any purpose whatsoever.

F. **Counterparts:** This Contract may be executed in counterparts, each of which shall be deemed to be an original instrument, but all of which together shall constitute one agreement. The signatures to this Contract may be transmitted by facsimile or scanned copy transmitted by electronic correspondence.

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Items To Be Completed

Reserving space requires (3) items: signed agreement, initial deposit, insurance approval and additional insured endorsement, per the contract terms. Once these items are completed, you will be introduced to a Conference & Event Coordinator who will assist you with the final steps of the event planning process.

Signed agreement: Please sign the Agreement, initial each page, and return to Heather.Rappaport@unlv.edu. This agreement must be signed and received by **March 2, 2018** to book your event space.

Initial deposit:

To pay the 10% deposit by credit card, please visit website at <http://eventservices.unlv.edu>; the deposit is due by **March 2, 2018** to book your event space.

Checks and money orders can be made payable to: Nevada System of Higher Education (NSHE) Board of Regents.

Mailing address:

Student Union & Event Services
Attn: Event Services Billing
4505 Maryland Pkwy., Box 452008
Las Vegas, Nevada 89154-2008

Certificate of Insurance information: As a government entity, approval will be needed from between Risk Management offices.

Second deposit due date: 85% of your estimated cost is due by **May**. Failure to remit will result in the cancellation of this agreement. The 10% initial deposit will not be refunded. If you are paying by Purchase Order, submit a copy of the purchase order paperwork.

Additional due dates

Please submit the following information to your Conference & Event Coordinator:

Catering final guest count is due by **June 4, 2018**

Parking Passes request by **June 4, 2018**

Final agenda or schedule for your event by **June 4, 2018**.

Audio Visual needs by **May 18, 2018**

Excess Power requests by **May 18, 2018**. Note that power is limited.

Shipping and receiving needs by **May 18, 2018**.

Parking information:

Parking is enforced 7:00 a.m. to 7:00 p.m., Monday - Thursday, 7:00 a.m. to 1:00 p.m., Friday, during the academic year. Summer enforcement hours are from 7:00 a.m. to 5:00 p.m., Monday - Thursday, and 7:00 a.m. - 1:00 p.m., Friday. Handicapped, metered, resident, and reserved parking is enforced 24 hours a day.

Summer weather disclosure: Las Vegas weather from May-October is very hot and dry. Temperatures often exceed 100 degrees. Please encourage guests to bring re-fillable water bottles, sunscreen, hats, etc. UNLV has free water refilling stations around campus. Being outside for extended periods of time is not recommended.

Space reduction/cancellation: Please read carefully this section of the agreement. Fees are assessed for reduction and cancellation of spaces.

Building hours are listed below. Events requested outside of these hours, if approved, will be charged overtime fees at the rate of \$250 per hour/holidays, \$150/hour on non-holidays

Summer Student Union Building Hours:

Monday-Friday 7:00am-8:00pm

Saturdays and Sundays 12:00pm-8:00pm