

2008-2009 ROCKHURST UNIVERSITY CONFERENCE POLICIES

I. FACILITIES AND EQUIPMENT

A. The Renter acknowledges that it will not have exclusive use of the Universities facilities. The Renter agrees to conduct its activities so as not to interfere with activities carried on by the University or by any other party renting facilities from the University.

B. All facilities and equipment (meeting rooms, outdoor playing fields, media needs, etc.) must be requested on the Conference Planning Worksheet, noted on contract, and are subject to availability.

C. Renter should notify the University of any facility disabled accommodations requests at the earliest opportunity.

F. There are General Facility Charges in addition to the lodging rate. This is specified on the Summer Conference Rate Schedule to provide for meeting rooms, outdoor fields, etc.

G. The Renter agrees to direct all requests for custodial, facility, and equipment needs to the Conference Office at the University. Renter should not contact individual departments directly, except for emergency calls to Campus Security.

II. MEALS

A. Food service arrangements must be made through Conference Services. Catering set ups and special events will be directly with the Catering Office at the University. Special requests (e.g. dietary considerations, catered meals on an athletic field, picnics at the beach, etc.) need to be indicated on the Conference planning worksheet.

B. Renter is obligated to pay for contracted meals for all conferees. Individual Conferees that choose not to eat a particular meal with their group will **not** be reimbursed.

III. FINANCIAL CONSIDERATIONS

A. Charges for lodging, meals, linen, facilities, and equipment are listed on the 2008-2009 Summer Conference Rate Schedule.

B. Charges for any damages assessed by the University will be determined by repair or replacement costs, including related expenses for any reasonable loss of business income or activity. This will be added to the group's invoice.

C. The Renter agrees to inform the University of all Day Visitors (those not lodging overnight) who attend a part or all of a conference. Day Visitors are charged the daily meal rates.

D. Billing

1. The University will provide the Renter with an invoice listing all charges and credits within 30 days of departure.
2. The Renter agrees to pay the full balance due within 30 days of date postmarked on invoice, unless prior agreement has been made in the addendum section of this contract.
 - a. Renter agrees to pay full balance due with one check. The University does not accept cash.
 - b. If the full balance due is not paid within 30 days of invoice postmark date, the Renter will pay a late payment fee of the highest interest rate permitted by law, commencing on the day following the payment due date.
 - c. The Renter shall reimburse the University for all collection costs, including professional fees and other expenses incurred in enforcing collection of any and all amounts owing hereunder, whether or not legal action is instituted. In the event a suit or action is instituted to enforce compliance with this agreement, including but not limited to the collection of any sums due and owing, the University shall be entitled to such sum as the trial court, and on appeal any appellate court, may adjudge reasonable as attorney fees to be allowed in said suit or action.
3. The University recognizes the possibility of errors in calculation, subsequent damage assessments, etc. and, thus, reserves the right to make adjustments within sixty (60) days after receipt of initial payment.
4. In the case of an adjusted invoice, the Renter agrees to pay the corrected balance due within thirty (30) days of the date postmarked on the adjusted invoice.

E. Booking Deposit

1. The Renter shall pay a non-refundable deposit of **25% of the estimated total conference cost if conference is residential; 50% if conference is non-residential** to the University to confirm the initial reservation. **The abovementioned deposit is due with this contract.**
2. The booking deposit will be credited to the Renter after the completion of the rental period.
3. The Renter may cancel at any time, but the booking deposit is non-

refundable. Cancellation provisions and charges are specified under V. Cancellation hereof.

F. The University is not able to cash personal checks of conference guests.

G. Lost University-owned Items

1. Charges for lost keys are as follows:

Individual room keys = \$100.00 per key

Access key cards = \$10 per card

All keys are considered lost if not returned during your group's check-out time. Charges are not waived if keys are returned after checkout.

2. Charges for lost Pillows and Blankets are as follows:

\$12.50 per blanket

\$ 8.50 per pillow

3. The charges for lost linen are as follows:

\$12.50 per sheet

\$6.00 per bath towel

\$4.00 per hand towel

\$7.00 per pillow case

\$2.00 per wash cloth

H. The University is not responsible for lost items.

I. The University will keep restroom and lounges clean and equipped with necessary items. The University will not be responsible for cleaning individual rooms during your stay. If excessive cleaning is required in the restrooms, lounges, individual rooms, or other meeting rooms and outside areas due to the Renter's use, the Renter will be charged accordingly.

IV. CANCELLATION

A. If the Renter cancels this agreement ninety (90) days or more prior to the scheduled arrival date, it shall be liable for the loss of deposit and any unrecoverable and direct costs incurred by the University specifically in preparation to fulfill this agreement.

B. If the Renter cancels this agreement within ninety (90) days of the scheduled arrival date, it shall be liable for the loss of deposit and any unrecoverable and direct

costs incurred by the University and, in addition, to pay the University as liquidated damages for its lost business opportunity and amount computed as follows:

Cancellation 60-89 days prior to said date = LOSS OF DEPOSIT, 5% times the guaranteed minimum estimated cost per Conferee in I. LODGING, SECTION A hereof, and any unrecoverable and direct costs incurred by the University in preparation to fulfill this agreement.

Cancellation 30-59 days prior to said date = LOSS OF DEPOSIT, 10% times the guaranteed minimum estimated cost per Conferee in I. LODGING, SECTION A hereof, and any unrecoverable and direct costs incurred by the University in preparation to fulfill this agreement.

Cancellation 10-29 days prior to said date = LOSS OF DEPOSIT, 15% times the guaranteed minimum estimated cost per Conferee in I. LODGING, SECTION A hereof, and any unrecoverable and direct costs incurred by the University in preparation to fulfill this agreement.

Cancellation 0-9 days prior to said date = LOSS OF DEPOSIT, 20% times the guaranteed minimum estimated cost per Conferee in I. LODGING, SECTION A hereof, and any unrecoverable and direct costs incurred by the University in preparation to fulfill this agreement.

V. INSURANCE AND LIABILITY

A. Rockhurst University requires all conference groups provide a certificate of insurance indicating that the organization maintains comprehensive general liability insurance with respect to the use of Rockhurst University facilities in full force during the rental term, providing public liability and property damage coverage with limits not less than \$1,000,000 per occurrence for bodily and/or personal injuries not less than \$1,000,000 per occurrence for property damage liability.

B. The Renter agrees to indemnify and hold the University free and harmless from all liability loss, damage, costs, and all other claims for expenses asserted against the University which may arise from injuries to persons or property occasioned by attendance at or participation in this program or conference.

VI. UNIVERSITY REGULATIONS

Renter is required to adhere to all University policies, regulations, guidelines, and all local, state, and federal laws concerning health, safety, and public order. The Renter agrees to communicate the terms and expectations of this agreement to its staff and Conferees. The Renter also agrees to take responsibility for the implementation and enforcement of these items. Unless otherwise stated, a fine of \$50.00 may be imposed for infractions subsequently listed. University regulations include but are not limited to the following:

A. Fire-Related Policies

1. It is illegal to tamper with fire safety equipment. This includes, but is not limited to: fire alarm pull stations (pulling a fire alarm), smoke detectors, fire extinguishers, etc. The fine for tampering with fire safety equipment is a minimum of \$300. This should be communicated to all conferees. If a smoke detector begins to "beep," call Security at X4911 from any campus phone or use the red phones located on every residence hall hallway any time of the day or night.
2. No candles, oil lamps, or open flames of any sort may be burned on campus.
3. Possession or use of fireworks, explosives, or volatile materials on campus is prohibited. **The fine for use of fireworks is \$100.00 per infraction.**
4. Hot plates, toaster ovens, or similar appliances are prohibited in University buildings. No cooking is allowed except in kitchen areas.
5. Building entrances, fire exits, hallways, and access ways may not be blocked at any time.

B. Safety and Damage Concerns

1. Roofs are completely off-limits for Conferees.
2. "Waterfighting" or practical jokes using water or any liquid substance in University buildings is prohibited.
3. Throwing objects of any type, including balls and "frisbees," is dangerous. Discretion is expected for outdoor play of this type. Indoor play is prohibited.

C. Road Signs, RV's, and Automobile Restrictions

1. Homemade road signs are considered unsightly by the Universities residential neighbors. Since the route to the University from Highway 71 is clearly marked (and a map is provided in the mailing packet), no signs may be posted by the Renter to direct Conferees to the campus (**\$75.00 fine per sign**).

2. Staff or Conferees may not use RV's for meals or lodging. Such vehicles may not be parked on campus overnight even if they are used as a form of group transportation.
3. Vehicles must be parked in marked spaces only.
4. Vehicles are not to be driven on pathways or walkways.
5. The posted maximum speed limit on campus is **10mph**.
6. Pedestrians have the right of way at all times.
7. Parking in service or fire lanes is expressly prohibited. In order to comply with County restrictions, maintain fair and orderly parking, provide for the safety of all present, and insure ready access for emergency and refuse vehicles, the University is authorized to fine the Renter, boot their vehicle, and/or tow violators (towing will be done at the expense of the owner/operator).
8. Visitors should not park in reserved spaces.

D. Building/Furnishing Alterations

1. Remodeling or renovating rooms or computers, removing or adding furniture, tampering with electrical, mechanical, telephone fixtures, windows, window screens, or other fixtures/equipment is not allowed without authorization from the Conference Services Office.
2. If alterations have been authorized, the Renter agrees to return all rooms to their original condition. **Renter will be charged \$75.00 per hour for all labor and additional costs for materials to return rooms to their original condition.**
3. Attaching any object to the University premises by nail, screw, "double stick" foam tape, or any adhesive, which permanently stains, alters, or damages the premises without specific arrangements with the Conference Office is prohibited. Signs must utilize a tripod or be hung in authorized locations with blue painter's tape.

E. Noise Restrictions and Considerations

1. The Renter must be considerate our community. Any workouts that require synchronized verbal commands and responses must be specifically arranged with Conference Office prior to arrival.
2. No megaphones, air horns or "bullhorns" of any type may be used outdoors.

3. Quiet hours are from 10:00PM to 10:00AM. After 10:00pm, all windows and doors shall be closed in buildings when music is being amplified for organized group events.

4. Profanity, like excessive noise, is an affront to the Rockhurst community. The University will not tolerate such abrasive or inconsiderate language.

5. There are year-round residents that live in the resident halls. They are on taking classes during the summer and appreciate all efforts to respect their privacy.

F. Skateboards, Tobacco, Alcohol, and Other Restrictions

1. Skateboarding and roller-skating/roller-blading are prohibited.

2. It is the policy of Rockhurst University that it be free of illicit drugs and alcoholic beverages, and free of their use. The University wishes to provide a drug-free environment for its students, employees, and guests. The on-campus manufacture, distribution, dispensing, possession, or use of a controlled substance is unlawful, violates our Student Code of Conduct and is therefore prohibited.

3. Gambling or solicitation in any form is prohibited.

4. Male and female staff and Conferees may not occupy the same floors. Shared rooms are reserved for married couples or occupants of the same sex. Cohabitation is prohibited.

G. Pets

1. No pets are allowed on campus

2. Conferees with disabilities that require the use of any animal assistance should be brought to the attention of the office of Conference Services

VII. UNIVERSITY RIGHTS

The University may exercise the following rights:

A. To enter any room for the purpose of inspection, repair, or emergency.

B. To reassign residents within a residence hall or another building in order to accomplish necessary repairs and renovation to the building.

C. To revoke renter's privileges, including residency in or utilization of any of its buildings or grounds, for violating any term or provision of this contract.

1. The University shall have the right to insist that the Renter vacate the premises, forfeit the deposit, and pay the contracted rate for lodging, meals, equipment, and facilities for both the days of occupancy at the University and the remainder of days in I. LODGING, SECTION A hereof.

2. The University also reserves the right to demand the removal of individuals who do not adhere to the expectations, regulations, and policies listed in this contract.