

APPROVED CATERER APPLICATION AND AGREEMENT

Applications must be filled out completely, **INCLUDE ALL REQUIRED ATTACHMENTS**, and be returned to Shelby Campus Conference Center for processing at least one month prior to any services rendered. Completion and submittal of the application does not guarantee your inclusion on the list and does not constitute an agreement for services. If approved for service, upon signature by both parties this application will become an Approved Caterer Agreement (“Agreement”) valid for one calendar year, between the University of Louisville Shelby Campus Conference Center (“SCCC”) and the business named below (“Caterer”).

BUSINESS INFORMATION

Business Name _____
 Address _____
 City, State, Zip _____
 Phone _____ Fax _____

Web site _____

Contact Name _____
 Address _____
 City, State, Zip _____
 Phone _____ Fax _____

Email _____

APPLICATION REQUIREMENTS

FOOD SERVICE LICENSE & SALES TAX LICENSE
 Please attach a copy of both your License to Operate a Retail Food Establishment & Sales Tax License.

HEALTH INSPECTION
 Please attach a copy of your most current Health Inspection Report (must have a rating of Excellent or Good).

CERTIFICATION OF FOOD SAFETY/PROTECTION MANAGER
 Is a certified Food Safety/Protection Manager currently employed with this business (as required by law under the Retail Food Establishment Rules & Regulations)? YES NO, if no please explain:

VENUE REFERENCES
 The caterer shall provide for reference the name and contact information, including address and phone number, for three (3) venues at which they have provided food services in the past 6 months

1. _____
2. _____
3. _____

SITE VISIT
 Applicants for Approved Caterer status are required to complete a site visit with a SCCC staff member prior to submitting the application.

LICENSE TO SERVE/SELL ALCOHOL

Not required unless the applicant will be providing bar services.

COPIES OF MENUS AND PRICING ATTACHED**INSURANCE**

1. The caterer will provide, from insurance companies acceptable to UofL, the insurance coverage designated hereinafter and pay all costs. Before commencing work under this Agreement, the caterer shall furnish UofL with certificate(s) of insurance showing type, amount, class of operations covered, effective dates and date of expiration of policies, and substantially the following statement.

“The insurance evidenced by this Certificate will not be materially altered, except after ten (10) days written notice has been received by UofL”

In case of the breach of any provision of the Insurance Requirements, UofL, at its option, may take out and maintain, at the expense of the caterer, such insurance as UofL may deem proper and may invoice and collect the cost of such insurance from the caterer under this Agreement. The caterer shall name University of Louisville, University of Louisville Foundation and University of Louisville Real Estate Foundation as an additional insured on the Caterer’s general liability and automobile liability insurance policies for any claims arising out of work performed under this Agreement. Caterer will defend, indemnify, and hold UofL , SCCC, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys’ fees), fines, levies, and/or claims for injury or damages arising out of the caterer’s activities on SCCC’s premises’. This indemnification obligation will survive termination of the Agreement.

2. Insurance coverages shall be as follows:

- A. General Liability Commercial form (minimal limits)

Each Occurrence	\$1,000,000.
Damages to Rented Premises	\$ 300,000.
Products and Complete Operations	\$1,000,000.
Personal and Advertising Injury	\$1,000,000.
General Aggregate	\$2,000,000.

- B. Business Auto Liability: For owned, scheduled, non-owned, or hired automobiles with a combined single limit of no less than \$500,000. per occurrence (minimum limits).

- C. Worker’s Compensation: As required under Kentucky State law.

The caterer shall maintain during the life of this Agreement such commercial general liability and automobile liability insurance as will provide coverage for damage claims of person injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a “broad form” basis. In the event any work is performed by a subcontractor, the caterer shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by a subcontractor, which liability is not covered by the subcontractor’s insurance.

CATERING SERVICES AND OPTIONS

Check all that apply

- Full Service Drop-Off Service Only
- Breakfast Lunch Breaks/Snacks Dinner Reception/Bar Service
- Vegetarian Vegan Gluten Free Kosher Halal

- Linens China/Silverware

Minimum Order _____ Maximum Order _____

Other Options/Information/Notes:

IMPORTANT INFORMATION

1) STANDARDS & EXPECTATIONS

- a) SCCC reserves the right to provide its own in-house catering for client events as needed/desired.
- b) Only caterers who have completed the application process and been accepted as Approved Caterers will be permitted to provide catering services at SCCC.
- c) All Approved Caterers must apply for Approved Caterer status at least one month (30 days) prior to the client's contracted event in order to perform any service within the facility or on our grounds.
- d) SCCC assigns an Event Coordinator (EC) to each client event who serves as the primary point of contact for all matters related to that event. The EC will advise clients regarding the availability of AC's and assist in providing information about AC's menus and capabilities; however, the choice of an Approved Caterer is left to the discretion of the client.
- e) Approved Caterer status does not guarantee selection by SCCC clients. Choice of a caterer from the list of Approved Caterers is at the sole discretion of the client.
- f) Status as an Approved Caterer does not obligate or require the Caterer to accept a particular request for catering services if they are unable to fulfill the request.
- g) AC's logo/name will be listed in the Catering section of the SCCC website with a link to the caterer's website. AC's menus, including pricing and all applicable terms and conditions, must be provided in PDF format for SCCC to provide to customers via email and linked to the Catering section of our website.
- h) SCCC clients are responsible for reserving and paying for their rental space directly with SCCC at the time of booking and are subject to all terms and conditions in the Facilities Use Agreement.
- i) Approved Caterers must meet their contractual obligations to their clients and promptly respond to communications from clients, potential clients, and SCCC. If SCCC receives complaints about an Approved Caterer's business practices, SCCC will attempt to contact the Approved Caterer for an explanation. If the issue cannot be resolved or the Approved Caterer's explanation of the situation is not satisfactory to SCCC in its sole discretion, SCCC may terminate the Approved Caterer's status as an Approved Caterer at SCCC.
- j) Approved Caterers should share in SCCC's commitment to inclusivity, diversity, and sustainability. As a community partner, we encourage Approved Caterers to promote local sourcing, adopt principles of zero waste, and contribute to SCCC's commitment to first-class customer service standards.
- k) Approved Caterers will be responsible for familiarizing themselves and their employees with, and shall be bound by the terms of, the Approved Caterer Agreement, Facilities Use Agreement and all SCCC policies, terms and conditions.
- l) If Approved Caterer fails to follow SCCC policies or breaches any terms of the Approved Caterer Agreement or the Facilities Use Agreement, possible consequences include (1) additional fees being charged to Approved Caterer's client; (2) termination of Approved Caterer's Approved Caterer status, and (3) Approved Caterer being barred from future business at SCCC. If Approved Caterer status is terminated, reinstatement is in the sole discretion of SCCC. The Caterer may be required to reapply and to provide recent references.

2) BILLING POLICIES

- a) Approved Caterer will pay SCCC a facility catering fee of fifteen percent (15%) on the retail value of all food and beverages.
- b) AC must provide SCCC a copy of the customer's order no less than two (2) business days in advance of the event start date.

- c) AC must send payment of the 15% fee (substantiated by a copy of the customer's final invoice) to SCCC within fifteen (15) days following the close of the event.
 - d) SCCC is not responsible for customer's payment of any outstanding balance to AC, or for any collection efforts. AC must pay the full facility catering fee regardless of collection status.
- 3) FACILITY & CATERING POLICIES
- a) ACCESS & RESTRICTIONS
 - i) The kitchen should be clean upon arrival. If it is not, then the caterer must inform the assigned Event Coordinator immediately.
 - ii) The Caterer understands that SCCC has limited kitchen and set-up facilities available for catering use and that facilities are not designed for food preparation. All foods are to be prepared in the Caterer's kitchen, transported to SCCC and held in the proper containers at proper temperatures until service time.
 - iii) Hallways are not to be used for food assembly or storage.
 - iv) Caterer may be required to share kitchen access with other caterers based on the events and needs of the facility.
 - v) Caterer is required to remove all equipment from the venue at the conclusion of the event.
 - vi) Food may be permitted to be left on-site at the discretion of SCCC.
 - b) FOOD SAFETY & HANDLING
 - i) SCCC requires that food sold and served at the facility is wholesome and free of contamination and spoilage. AC's handling, storage and serving of any food must comply with all applicable food safety laws and regulations.
 - ii) SCCC requires gloves to be worn at all times during the preparation and serving of all ready-to-eat food.
 - c) EQUIPMENT AND SUPPLIES
 - i) Caterer must provide all catering equipment including, but not limited to, trays, chafing dishes, pitchers, coffee carafes, coffee condiments, salt and pepper shakers, utensils, hot boxes, carts, serving platters, service-ware and napkins, etc.
 - ii) SCCC will allow Caterer use of 2-compartment commercial coffee maker and commercial ice machine.
 - d) CLEANUP AND CHECKOUT
 - i) Caterer should notify the assigned Event Coordinator immediately of any major spills or damage that will require cleaning or repair.
 - ii) Caterer must check out with the designated Event Coordinator at the end of their event, or before leaving the facility, in order to complete a Catering Checkout Form (see attached sample on page 7).The Caterer may be given a copy of the Checkout Form for their records at that time if requested.
 - iii) Caterer must provide their own supplies such as trash bags, gloves, cleaning supplies, etc.
 - e) PRODUCTS AND SUSTAINABILITY
 - i) The university has an exclusive contract with Pepsi for beverage services. Only Pepsi products are permitted to be served at SCCC.

f) STAFFING

- i) Caterer shall be solely responsible for the recruitment, training, employment, performance, and compensation of adequate staff to meet the demand of the client at each catered event.
- ii) Unless drop-off service has been requested by the customer and approved in advance by the SCCC Event Coordinator, Caterer is expected to provide the appropriate number of servers and support staff needed to ensure excellent service throughout the duration of the event. This includes having a minimum of one catering staff person onsite during the entire event and after meal service to guarantee room cleanup and removal of catering supplies, unless otherwise approved by SCCC staff.
- iii) All catering staff are expected to be dressed in a neat and professional manner.

4) INDEMNIFICATION

- a) The Caterer shall assume, defend, indemnify, protect, save and hold harmless the SCCC and the University of Louisville and all of its members, officers, employees, agents, trustees and assigns against any and all claims, demands, actions or causes of action of any person or persons, including Caterer’s employees, SCCC or University of Louisville employees, and any guests or invitees at the SCCC, for damages for bodily injury, sickness, mental anguish or death, or claims for damages to the property of any such persons arising out of the negligence, intentional action or omission, or willful misconduct of the Caterer or any of its employees, agents or representatives.
- b) If the Caterer fails to materially perform any of its obligations under the Approved Caterer Agreement, Caterer shall indemnify SCCC for any and all costs incurred due to or arising from Caterer’s failure to perform.

AGREEMENT

I, the undersigned, affirm that I have read this application and the attached guidelines and agree on behalf of caterer to be bound by their terms and conditions. I understand that an Approved Caterer registration is only valid if the Service Provider’s records and information remain current; caterer maintains an “Excellent” or “Good” rating with the Jefferson County Health Department (or governing authority); and adheres to all of **SCCC Facility Rules and Regulations**. I understand that it is my obligation to notify SCCC's Conference Services Coordinator if any information changes. I affirm that I have the authority to bind caterer to the terms of this Application and Agreement.

Caterer

Signature: _____

Date _____

Print Name: _____

Initials: _____

Please deliver the completed application via mail or email to:

Event and Conference Services
UofL ShelbyHurst Campus
450 North Whittington Pkwy.
Louisville, KY 40220
Email: confer@louisville.edu

APPLICATION APPROVED:

UofL ShelbyHurst Campus Conference Center

By: _____

Title: _____

Date: _____

SAMPLE Catering Checkout Form

Caterer Name _____ Date _____

Event/Customer Name _____

SCCC Staff _____

Please notify SCCC Event Coordinator immediately upon your arrival if the kitchen is not clean.

Rental Spaces

___ Tables cleared of all food, dishes, flatware, and catering equipment

___ Tables wiped down

Kitchen

___ Refrigerator emptied and wiped clean; inside & outside

___ Counters & backsplashes cleared and wiped clean

___ Coffee Machine grounds removed & wiped clean

___ Carts returned to kitchen, cleared, and wiped clean

___ Kitchen floor swept & mopped thoroughly

___ All compostable waste & materials placed in appropriate bins

___ Empty all trash & recycling cans and take dirty bags out to the dumpster

___ Clean and wipe down walls behind prep counters

___ Clean and wipe down all sinks; including handwashing sink

___ Clean microwave; inside & outside

I acknowledge that the kitchen and associated rental spaces have been cleaned as outlined above, cleared of any food or catering equipment, and all of SCCC items are accounted for & returned to appropriate locations. Failure to observe these policies or leaving the venue without verifying and signing this form may result in expulsion from SCCC Approved Caterers List.

Catering Representative _____

SCCC Representative _____

FACILITIES USE AGREEMENT

This **Facilities Use Agreement** (the “**Agreement**”) is dated _____, 20__ (the “**Effective Date**”), by and between the University of Louisville, for its Event and Conference Services, an agency of the Commonwealth of Kentucky (the “**University**”), and _____, a company/organization located at _____ (the “**Licensee**”).

For good and valuable consideration, the parties agree as follows:

Facilities

1.1 Grant of Use. The University grants permission to the Licensee to use the facilities (the “**Facilities**”) described in the Event Order Confirmation executed in connection with this Agreement (the “**Event Order Confirmation**”) only for the date(s)/time(s) specified therein (the “**Term**”). The Term shall not be extended without the written permission of the University.

Booking

2.1 Event Coordinator. The University shall provide an event coordinator to be the contact person for the Licensee during the booking and Term of this Agreement.

2.2 Reservation. The Licensee must sign and return an Event Order Confirmation to the event coordinator before any reservation will be guaranteed.

2.3 Details of Event. The University, through its event coordinator, shall work with the Licensee to finalize set-up needs, rental items, catering, and any other logistics needed for the Licensee’s event.

Fees

3.1 Fee. The Licensee shall pay the University the amount set forth in the Event Order Confirmation (the “**License Fee**”) for use of the Facilities during the Term of this Agreement. Payment of 100% of the License Fee is required at the time of booking.

(A) **Extended Term.** If the University provides written consent for an extension of the Term, the Licensee shall pay for all additional time according to the schedule of fees established by the University.

(B) **Extended Hours.** If the University provides written consent for extended hours for the Licensee’s event, the Licensee shall pay an additional surcharge of \$100 per hour. Weekend bookings may be subject to additional charges to be determined by the University.

(C) **Additional Room Setup.** Room rental fee includes one-time setup and tear down. There will be a \$100 labor charge for room re-set and/or setup changes on the day of the event.

3.2 Additional Costs. In addition to the License Fee, the Licensee shall pay any additional costs, including but not limited to, catering pursuant to Section 4.3, equipment or other rental items, damages, service fees and taxes, and, if applicable, TULIP insurance pursuant to Section 3.5(B) (collectively, “**Additional Costs**”). Upon request from the Licensee, the University shall provide an estimate of such Additional Costs.

3.3 Final Invoice. The University shall send a final invoice to the Licensee after the Term has ended. The final invoice shall include any Additional Costs fulfilled by the University, including house-fulfilled catering, pursuant to Section 3.2, payable to the University.

3.4 Payments. The Licensee shall pay the amount due on all invoices due to the University within thirty (30) days of receipt of the final invoice.

(A) Payment of charges owed to the University shall be made by check made payable to the University of Louisville, or by credit card through Visa, MasterCard, American Express or Discover. Payment may also be made by ACH. Payments from other university departments must be made by journal voucher. *Note: The University is prohibited from keeping credit card information on file. If Licensee pays by credit card, the Licensee will need to submit the information each time an invoice is received.*

(B) Payment of charges for catering fulfilled by an external Approved Caterer shall be made directly to the caterer in accordance with caterer’s stated terms and conditions.

3.5 Insurance. The Licensee shall pay for and maintain at all times during its use of the Facilities commercial general liability insurance coverage with primary limits of no less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for bodily injury and property damage.

(A) **Proof of Insurance.** The Licensee shall provide the University with a certificate of insurance no later than three (3) business days prior to the commencement of the Term of this Agreement. The certificate shall provide for a ten (10) day written notice to the University in the event of cancellation or material change in coverage. The Licensee shall name the University, its officers, trustees, agents and employees, the University of Louisville Foundation, its officers, trustees, agents and employees, and the University of Louisville Real Estate Foundation, its officers, trustees, agents and employees as additional insured parties.

(B) **TULIP Insurance.** If the Licensee fails to provide proof of insurance as required in Section 3.5(A), University will purchase Tenants’ and Users’ Liability Insurance

Policy (TULIP) in the Licensee's name; the cost of this TULIP insurance, plus a 20% administrative fee, will be included in the final invoice as an Additional Cost.

3.6 Subcontractor. The Licensee shall at all times remain responsible for its subcontractors providing services or products at the Facilities, and shall maintain proof of insurance from its subcontractors identical to that as required of the Licensee.

3.7 Service Fee & Tax. All house-fulfilled catering orders are subject to the following:

(A) **Service Fee.** The Licensee shall pay a service charge of 20% or \$50.00, whichever is higher.

(B) **Service Tax.** The Licensee shall pay 6% sales tax, unless tax-exempt. If the Licensee is tax-exempt, the Licensee shall provide documentation to be placed on file with the University prior to the beginning of the Term.

3.8 Damages. If any portion of the Facilities is damaged by an act, default or negligence of the Licensee or Licensee's employees, agents, subcontractors, patrons, invitees, guests or any other person admitted to the Facilities by the Licensee, the Licensee will pay the University upon demand such sum as is necessary to restore the Facilities to their condition prior to the Term of this Agreement.

(A) **Notice.** The University will provide written notice of the sum to be paid by the Licensee for any damages within fourteen (14) days of the end of the Term.

3.9 Cancellation and Refund Policy. All event cancellations must be received in writing, and refunds will be provided as follows:

- Events cancelled more than ninety (90) days from the event start date will receive a full refund, minus a 3% processing fee.
- Events cancelled between forty-six (46) and ninety (90) days from the event start date will receive a 50% refund, minus a 3% processing fee.
- Events cancelled forty-five (45) days or less from the event start date will not be refunded.

House-fulfilled catering orders must be cancelled three (3) or more days in advance of the event start date. Cancellations within three days will be charged 100% of the catering bill, including service charges. Cancellation of catering ordered through an Approved Caterer will be subject to the cancellation policies of the caterer.

Condition & Use

4.1 Condition. The Licensee accepts the Facilities in "as is" condition. The University has no obligation to alter or change any of its physical facilities as a condition of or in consideration

of this Agreement. The University shall provide cleaning of all indoor facilities before the Licensee's event. The Licensee shall leave the Facilities in the same condition as when the Licensee took possession.

(A) **Cleaning Fee.** The University reserves the right to impose a cleaning fee of \$250 if deemed necessary by venue management.

4.2 Hours of Operation. The Licensee's event(s) shall be held Sunday through Thursday from 7 a.m. to 9 p.m. and Friday through Saturday from 7 a.m. to 10 p.m.

(A) **Extended Hours of Operation.** Event hours may be extended by special arrangements in advance with prior written approval of the University, subject to the conditions provided in this Agreement.

4.3 Food and Beverage. No outside food or beverages are permitted. The Licensee shall not sell any concessions or other items in the Facilities or on University property without prior written consent of the University.

(A) **House-fulfilled Catering.** At the discretion of the event coordinator, certain small orders may be fulfilled by in-house staff.

(B) **Approved Caterers.** Unless being fulfilled by in-house staff, the Licensee must use a caterer from the University's list of Approved Caterers for ShelbyHurst Campus Conference Center. Caterers are required to remit a 15% facility fee to the University on the event's total food and beverage charges.

4.4 Alcohol. The Licensee shall not use, serve, sell or permit alcoholic beverages without prior written consent of the University. The Licensee must use a University Approved Caterer to provide and serve all alcohol.

4.5 Decorations. The Licensee shall not make any alterations, installations, or decorations to the Facilities without the prior written consent of the University upon submitting plans at least two (2) weeks in advance of the Term, and, if such consent is granted, must work with the University's event coordinator including, but not limited to, with regard to the use of tape, tacks, screws, Velcro, nails or other types of adhesive to affix decorations to the Facilities.

4.6 Signs. The Licensee shall not attach any posters, banners or other informational signs to the walls, doors, windows, light poles or railings without the prior written consent of the University.

4.7 Prohibited Use. The University strictly prohibits the use of candles, fireworks, confetti, glitter, rice, rice bags, birdseed, smoke machines, fires and illegal substances. The University reserves the right to prohibit any use of the Facilities contrary to public health, safety and welfare.

(A) **Smoking & Tobacco.** The University strictly prohibits all forms of smoking and use of tobacco indoors.

(B) **Weapons.** The University strictly prohibits the carrying and use of weapons of any kind.

(C) **Balloons.** The University strictly prohibits the use of helium balloons in Founder's Union Ballroom (Room 218).

Termination

5.1 Termination. The University may terminate this Agreement immediately and revoke the Licensee's use of the Facilities at any time for failure to pay any sums when due, misconduct of individuals, falsification of information, misuse of property, or any other breach of this agreement.

5.2 Consequence of Termination. If terminated under Section 5.1, the Licensee forfeits any License Fee paid to the University.

5.3 Force Majeure. Neither party shall be held responsible for acts of God, riots, pandemic, unavailability of labor or materials, public unrest, utility disruption, severe weather, floods, earthquakes, or terrorism that prevents use of the Facilities for the Licensee's event.

5.4 University Closure. If the University officially closes, the University shall use its sole discretion to determine whether it is safe or prudent to continue to remain open for the Licensee's event.

(A) **Consequence of University Closure.** If the University determines the Licensee's event cannot proceed, the Licensee shall be entitled to a pro-rata License Fee, or any other acceptable arrangement mutually agreed to by the parties.

General Provisions

6.1 Trademarks. Neither party shall use any trademark, trade name, service mark, logographic, symbol, or any other device associated with the other party for any purpose, specifically as to the promotion, advertising and marketing of the Licensee's event, without prior written consent of the other party.

(A) All promotion, advertising or marketing of the event must include the following statement: "This event is not sponsored, presented or endorsed by or otherwise affiliated with the University of Louisville." Failure to abide by these provisions may result in an immediate

cancelation of the event and/or prohibition on future reservations. The University reserves the right to pre-approve any artwork or promotional materials for the event.

6.2 Publicity. University will not issue any press releases or publicity statements about the Licensee or the event without the prior written consent of the Licensee.

6.3 Governing Law. The laws of the Commonwealth of Kentucky, without regard to its conflict of law principles, govern all matters arising under or relating to this Agreement, including torts.

6.4 Compliance. The Licensee shall comply with all applicable laws, regulations and policies of the University, the Commonwealth of Kentucky, Jefferson County, and the city of Louisville.

(A) Public Health Guidance. Furthermore, Licensee agrees to:

- (i) abide by then-prevailing federal, state, local, and/or University public health guidance (“Guidance”) while present on University premises, and
- (ii) inform all event attendees of their responsibilities under the Guidance.

(B) Effect of Noncompliance. In the event of noncompliance with this Section 6.4, the University reserves the right to remove any individual or group associated with the Licensee from University premises or end the event early. If the event is ended earlier than the agreed upon end-time due to noncompliance, any payments made by the Licensee to the University will be nonrefundable.

6.5 Discrimination. The Licensee confirms that it does not and will not discriminate and/or segregate patrons because of race, religion, color, sex, age, national origin, handicap, marital status, or sexual orientation.

6.6 Assignment. The Licensee may not assign any right under this Agreement or sublet the facility to any other person or entity without the prior written consent of the University.

6.7 Indemnity. The Licensee shall assume all risk of damages to, loss of, or theft of the Licensee’s property while at the University. The Licensee shall assume, defend, indemnify, protect, save and hold harmless the University and all of its members, officers, employees, agents, trustees and assigns against any and all claims, demands, actions or causes of action, arising or resulting directly or indirectly from the use, occupancy, or leasing of the Facilities, including, without limitation, the claims of any employee, decorator, agent, subcontractor or other similar person of the Licensee, the claims of any person attending the event for which the Facilities have been leased, and the claims of any other person for damages for bodily injury, sickness, mental anguish or death, or claims for damages to the property of any such employee, agent or persons. If credit cards are accepted/processed electronically by Licensee for purchased goods or services,

University is not liable for network communications, and Licensee agrees to indemnify and hold harmless University and all of its members, officers, employees, agents, trustees and assigns against any and all claims, demands, actions or causes of action, arising or resulting directly or indirectly from any breach of applicable laws, regulations, University policy and the standards established by the PCI Security Standards Council (see https://www.pcisecuritystandards.org/security_standards/index.php). To the extent the Licensee, as a public institution, is prohibited under applicable state law from providing the indemnification set forth above, this provision shall only apply to the extent permitted by applicable state law.

6.8 Amendments. The parties may amend this Agreement only by the parties' written agreement that identifies itself as an amendment to this Agreement.

6.9 Authority. The individual signing this Agreement on behalf of the Licensee verifies that s/he has read and understands this Agreement, and possesses the authority to bind the Licensee.

6.10 Independent Contractor. The parties shall remain independent contractors, and nothing in this Agreement shall be interpreted or intended to create a partnership, joint venture, employment, agency, franchise or other form of agreement or relationship.

6.11 Additional Policies. Licensee agrees to all Event and Conference Services Policies outlined at <http://louisville.edu/conferenceservices/about/policies> and which are incorporated herein by reference.

ACCEPTED BY

Signature

Print Name and Date

Terms of Agreement Effective November 15, 2021