



*This document serves as the following:*

## **SHORT-TERM GROUP AND PROCEDURE GUIDELINES LICENSE AGREEMENT**

### **For Camps and Conference Housing at the University of Louisville**

University Housing will make every effort to place participants in requested rooms, as well as keeping participants on the same and/or adjoining floors. Please keep in mind, however, that this may not always be possible.

University Housing reserves the right to change room, floor and/or building assignments prior to the conference check-in date, if the need arises. For dates with multiple large conference requests, assignments will be made on a first come, first served basis, considering the space available. Overflow housing may be available in other campus facilities. If changes to a building assignment are required, University Housing will place the Client in a building of the same hall type or upgrade your building accommodations. Client will be notified of any changes to room/floor/building accommodations and will be responsible for any additional costs associated with the upgraded accommodations.

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#### **1. Dates Covered:**

- a. Arrivals and Departures:
  - Check In: 3:00pm-6:00pm
  - Check Out: 8:00am-11:00am
    - i. *NOTE: After 3:00 PM EST, the Client will be charged one (1) additional night per participant who has not checked out.*
  - Staffing will be arranged 30 minutes prior and 30 minutes after schedule of event(s)
  - University Housing may agree to altered check in/out windows at the request of Client, with additional costs
- b. The Client will be responsible for any room fees (and associated costs) accrued due to early and late check-ins and check-outs. There is a \$5.00 surcharge per person for any check-ins and check-outs occurring outside of the regular timeframes above. The remaining balance is due prior to the Client's departure.

#### **Fee Structure**

The space allocation agreed upon between the University Conference Staff and Client is located on the Client's conference portal. The room rates are predetermined by the University Housing staff and vary based on the residence hall(s) in which the group is assigned and the type of rooms being occupied, such as a double or a single. **For more information on pricing, see the conference rates as follows: [Summer 2022 Conference Rates](#).** A 6% tax will be charged for each linen package request unless the Client provides a tax exemption form while submitting the license agreement.

**1. Key Charges:** Depending on the housing options requested by Client's, participants may receive either keys or access cards for access to the building and rooms. No part of the keyset provided to participants may be altered. Removal of keys from the keyset or loss of the keyset will result in a charge of **\$30.00 - \$180** per set. The prices vary based on the building and set of keys. Key charges will be assessed upon checkout.

- Metal keys (\$60.00/each)
- Keycards (\$45.00)
- Fobs (\$30.00)

**2. Lockouts:** Client shall be responsible for additional fees regarding lockout requests.

- The first 3 lockouts are free per conference group
- Lockouts between 8:00am-5:00pm = \$10.00/each
- Lockouts between 5:00pm-8:00am = \$30.00/each

**3. Rental Spaces:** Additional spaces are available for rent within the residential facilities. Spaces may include study areas, lounges, movie rooms, conference rooms, and computer labs. Meeting space prices vary according to the capacity of the room. Please see the prices below. Technology equipment may also be available at an additional cost.

- Capacity of 1-20 people = \$30.00 per day
- Capacity of 21-46 people= \$40.00 per day
- Capacity of more than 46 people= \$50.00 per day

**4. Indemnity/Damages to Personal Property:** Client shall be responsible for and indemnify and hold University harmless from all damages or injury to persons, or damage to or loss of any property provided under this License Agreement, resulting from negligent and/or intentional acts of Client or those associated with this conference. The Client shall be solely responsible for any lost, stolen, damaged, or misplaced personal property belonging to its participants, as well as damaged/misplaced/lost items and/or spaces through the duration of the License Agreement.

**5. Maintenance and Care of Premises:** The Client agrees to exercise reasonable care in using the premises and its contents. The Client shall be responsible for any damage that may occur during the term of this Agreement, reasonable wear and tear excepted. The Client shall not make any alterations or additions to the premises. Client agrees to make payment to the University within thirty (30) days of receipt of invoice for damages to the premises or items within the premises.

**Examples of housekeeping and damage charges are listed below. More charges may be applicable based on circumstances.**

Area	Items	Price
Cleaning	Excessive Trash	\$20.00-\$50.00
	Bodily Fluids	\$150.00-\$200.00
	Linens not Returned	\$25.00-\$35.00
Facilities	Furniture removed and not placed back	\$30.00-\$50.00
	Furniture Replacement	Varies based on items
	Paint	Varies based on items

**6. Utilities:** Client agrees to use the utilities in a conservative, economic, and efficient manner. Failure to any extent to furnish, or any stoppage of utility services for reasons not within University's control, regardless of cause, shall not render the University liable in any respect for damages to either person or property. Provided that the University has made and continues to make reasonable and good faith efforts to provide utility services, failure to any extent to furnish, or any stoppage of utility services, for reasons not within University's control, regardless of cause, shall not be construed as an actual or constructive eviction of Client, shall not be construed as a basis for abatement of fee owing from Client, and shall not be construed to relieve Client from its obligation to fulfill any covenant or agreement under this License Agreement

**7. Dining:** The dining services provide All-You-Care-To-Eat options at the Ville Grill (dining hall) and potential catering opportunities. Space at the Ville Grill is on a reservation-based system which requires at least (2) two months advance notice. Space is based on availability. If your group is tax exempt, please send the tax exemption information via email to [catering@louisville.edu](mailto:catering@louisville.edu), fax @502.805.0614, or upload the document on the conference coordinator housing portal. For box lunches or catering outside of the Ville Grill, please contact catering directly for the menu options @502-852-5211. Clients who are interested in starting the process should complete the [online form](#). For more information on pricing and logistics, see the camps and conferences [policies page](#).

### **SUMMER 2022 PRICING (per person)**

BREAKFAST: \$8.99 | LUNCH: \$9.99 | DINNER: \$9.99

8. Parking: Parking passes are available upon request. All clients should specify the length and amount of parking passes associated with each request. Prices are subject to change based on the operations of the Parking Office.

### **SUMMER 2022 PRICING (per pass)**

Daily: Car \$6.00 Van/Bus: \$10.00 | Weekly (All Vehicles): \$24.00 | Full Summer (All Vehicles): \$67.00

### **Terms and Conditions**

Upon signing the License Agreement, Client and University agree that the initial space and/or bed counts are confirmed. The confirmed space and/or bed count serves as the base financial obligation of Client to the University. Cancellation and refund fees will be based upon the guaranteed space and/or bed count in the License Agreement.

#### **1. Supervision/Staff:**

##### **a. Client with participants under the age of 18:**

- i. Adult (18 years of age and older) live-in supervision is required with any group with participants under the age of 18. Additionally, a Lead Adult (21 years of age or older) is required at a minimum of 1 for every 10 participants under the age of 18 to provide adequate overnight supervision. These supervisors must be assigned in the area of the youth and will act as a liaison between the University and the youth in the event of discipline, noise, destructive behavior, or other events. A list of the supervisors and their assignments must be presented to the University prior to or at the Guarantee Meeting (30 days prior to check-in) unless otherwise stated by the University Conference Staff Coordinator. Required adult-to-youth ratios are listed below.

<b>Age of Participants</b>	<b>Overnight – Authorized Adult to Participant Ratio</b>
4-5 years	1 Authorized Adult to 5 Participants
6-8 years	1 Authorized Adult to 6 Participants
9-14 years	1 Authorized Adult to 8 Participants
15-17 years	1 Authorized Adult to 10 Participants

- ii. Client is required to provide identification (ID) of any participant that is under the age of 18. The ID must always be easily identifiable to the Conference staff and worn while in the residence halls. IDs for minors must have the conference group name. IDs for all chaperones must include their first and last name along with the conference group name. Both IDs shall be provided to each participant by the Client.
- iii. All Clients with minor participants are required to comply with the Youth Protection Program (YPP) policies and register with the UofL Risk Management Office under the YPP. Background checks and youth protection training for all youth group chaperones are essential to meet approval of the YPP. Group approvals will be given based on the submitted requirements and verified by the UofL youth protection officer. Approval of the YPP officer is needed before a room reservation can be accepted. All groups should meet and confirm requirements from the YPP officer directly after submitting a reservation request. The Client will be responsible for any associated cost with the YPP process.

##### **b. Client with participants 18 years of age and older:**

- i. Staff for conferences with participants older than 18 years of age is not required.

**2. Prepayment:** A 25% prepayment of the guaranteed space and/or bed count in the License Agreement will be required before the guarantee meeting date (30 days prior to check-in) to secure the reservation and date(s) requested.

- a. The prepayment will be applied toward the overall cost to the Client.
- b. Client will be held to the cancelation policy and payment/refund fee structure as set forth below if the License Agreement is canceled.

**3. Cancellation Policy and Payment/Refund Fee Structure:**

- a. Before December 31<sup>st</sup>
  - i. If the Client cancels the License Agreement through a written notice on/before December 31<sup>st</sup> prior to the check-in date, prepayment will be refunded in full and the Client will have no financial obligations.
- b. Before March 31<sup>st</sup>
  - ii. If the Client cancels the License Agreement through a written notice on/before March 31<sup>st</sup> prior to the check-in date, Client will receive a 75% refund on the prepayment.
- c. Before April 30<sup>th</sup>
  - iii. If the Client cancels the License Agreement through a written notice on/before April 30<sup>th</sup> prior to the check-in date, Client will receive a 50% refund on the prepayment.
- d. After April 30<sup>th</sup>
  - iv. If the Client cancels the License Agreement after April 30<sup>th</sup> prior to the check-in date, any prepayments will remain non-refundable.
- e. Cancellation for UofL sponsored groups
  - v. If the Client cancels their reservation after the guarantee meeting, the Client will be held responsible of the full payment as stated at the guarantee meeting

**4. Minimum Guarantee Number:**

- a. The Client will be held to the financial obligation of the guarantee number. Refunds will not be given for the decrease in number if the guarantee meeting has already taken place.
  - i. If it is after the Guarantee Meeting Date (30 days prior to check-in), the conference count decreases below the guarantee number, the group could be moved to a different building.
- b. The Client must submit a change in space and/or bed count in writing, if the conference number increases from the License Agreement guarantee number. The Client will be held to the financial obligation of their increased number count.
  - i. If it is after the Guarantee Meeting Date (30 days prior to check-in) and the conference count increases from the guarantee number, the University will attempt to accommodate the additional participants. The University cannot guarantee availability and/or placement in the primary building of the conference.
  - ii. Additional participants that equal over 15 of the guarantee number may be declined housing based on the available spaces.

**5. Guarantee Meeting Date:**

- a. The Guarantee Meeting Date shall occur at least thirty (30) days prior to check-in.
- b. The meeting may be held on the physical campus or through another medium, i.e. phone. The purpose of the meeting is to finalize all details of the conference. Listed below are items that must be finalized. The items below do not identify all items to be covered during the meeting.

- c. Guarantee Number: Client will provide the University the guaranteed number of participants (including staff).
- d. Written Final Agenda: A final written agenda and a list of conference requirements must be submitted to the University by the Guarantee Meeting Date, at which time all requirements will be reviewed with the Client.
- e. Room Rosters: Blank room rosters will be provided by the University to the Client for the Client to complete. The building room rosters must be turned in to the University by the Guarantee Meeting Date unless otherwise stated by the University Conference Staff Coordinator. *(Due to potential safety concerns, the University will not provide floor plans)*
  - i. Clients will be assigned to rooms and keys will be issued according to the floor roster. If these rooming rosters are not updated and sent to the University Conference Staff 7 days prior to check-in, room keys will not be issued.
  - ii. All participants will be required to sign the rooming roster next to their name in order to receive keys during check-in and checkout. Keys not returned in the preapproved manner may result in charges.
- f. The Client must present a Certificate of Insurance at the time of the Guarantee Meeting. Failure to provide COI may result in termination of the License Agreement. Client will be held to all financial obligations as prescribed in the License Agreement.
- g. License Agreement Execution: The License Agreement must be signed before the scheduled guarantee meeting (30 days prior to the camp arrival). A 25% prepayment of the guaranteed space and/or bed count along with the signed License Agreement will be required before the guarantee meeting to secure the Client's reservation. \*UofL sponsored groups are required to submit a prepayment or provide a letter from the Dean of the department confirming the prepayment will be submitted prior to the group arrival. Within the confirmation document, the speedtype will need to be displayed in order to charge the department if payment is not received accordingly.\*
- h. Applicable Law: The terms and provisions of this License Agreement shall be construed under the state laws of the Commonwealth of Kentucky.

**6. Billing:** The final billing is determined by the official number of staff and participants checking into the residence hall(s). The remaining balance is due in full at the time of arrival. \*UofL sponsored groups are required to submit the final payment before arrival or provide a letter from the Dean of the department confirming payment through the departmental journal voucher. Within the confirmation process, the department speedtype will need to be conveyed to charge the department if payment is not received upon check in. If the Client cancels their reservation after the guarantee meeting, the Client will be held responsible of the full payment as stated at the guarantee meeting.\* For every 30 days after the date of the invoice, there will be an additional \$100.00 delinquent fee added. Make checks payable to: University of Louisville.

- a. Special Payment Procedures: In the event a Client requests and the University agrees to special payment procedures, said procedures shall be attached hereto by Addendum, signed by both parties, and incorporated into this License Agreement prior to the check-in date.

**7.** University may, in writing, waive or defer a fee due date to meet the guidelines of the Client upon proof of specific budgetary and procurement requirements.

**8.** If the Client fails to pay as agreed or if the Client fails to comply with any other obligation contained in this License Agreement, Client agrees to pay the University reasonable attorney's fees and expenses incurred to enforce its rights in this License Agreement.

**9. Termination:** In the event the Client defaults in the performance of any term or condition of this License Agreement, the University may elect to immediately terminate the license agreement and serve written notice to vacate. No refunds will be provided. Client will remain responsible for the agreed guarantee number. Reasons for terminating the License Agreement may include the following:

- A. Client or any of Client's participants selling or knowingly possessing "drugs" or "narcotics" as these terms are used in Kentucky statutes, except where lawfully prescribed for medical or dental care.
- B. The possession of firearms, weapons, ammunition, fireworks, or explosives in the residence halls. The only exception is if the guest is required by law to carry a firearm. Proof of requirement may be requested at any time. The guidelines are as follows: [University Weapons Policy](#).
- C. Misuse, abuse, theft, or destruction of residence hall property.
- D. General behavior in the residence halls indicating Client is not able to adjust to the requirements of group living.
- E. Irresponsible behavior dangerous to persons or property or that violates any federal, state or local law or ordinance, or University rules and policies.
- F. The possession or consumption of alcohol by any participants under 21 years of age. Conference guests who are 21 years of age or older may possess alcohol in the residence halls as consistent with the University's alcohol policy. Alcohol must remain in the guest's room and is not permitted in common spaces.
- G. University of Louisville is a smoke-free campus. Smoking is prohibited in the residence halls and within 25 feet of the residence halls, including vaporizers.
- H. Only animals that are documented and approved in advance by the University, including emotional support and service animals, are permitted within the residence halls.

**10. Indemnification:** Client agrees that the purpose for which the Premises have been reserved shall conform to federal, state, and local laws and ordinances, and the rules and policies of the University. Furthermore, Client agrees to exonerate, hold harmless, protect, and indemnify the University, and its principals, agents, trustees and employees, from and against all losses, damages, claims, demands, suits or actions, judgments, orders, liabilities, and costs, including reasonable attorneys' fees and disbursements, that may arise or relate to any injury to persons or damage to property from or attributable to negligent actions or omissions of, or use by, the Client, its members, agents, servants, employees, or guests of the Premises.

**11. Right of Entry:** University of Louisville reserves the right to enter Client's rooms for emergency response, or to inspect the Premises for purposes of management, safety, health, and maintenance of applicable rules and regulations.

**13. Rules and Regulations:** Client acknowledges that it has been furnished with a copy of the Rules and Regulations of the Premises and provided access to the Rules and Regulations of the University ("Rules and Regulations") and agrees to cause all attendees to comply with the same information. Rules and regulations for housing can be found here: [University Housing Policies](#). Client further agrees to provide adequate and appropriate supervision of all persons associated with this conference during their stay at the Premise, including non-attendance periods of operation to assure compliance of the Rules and Regulations by all conference participants.

**14. Pictures:** Client will obtain written releases from participants (or from the parents or guardians of participants if minors) for all claims to audio and video recordings or photographs of the participants participating in the project/performance while on campus that will assign all rights to these images or recordings to the University of



Louisville for uses to include educational materials, educational broadcasts and web sites or promotion of the University of Louisville, locally, nationally, or globally. The assignment of these rights is not limited to any specific time, geographic region, or purpose. The Client shall release, hold harmless and indemnify University, its trustees, agents, and employees, from any claims or causes of action arising from Client's failure or inability to obtain such written releases.

**15. Insurance Requirements:** Before the Client becomes entitled to any rights under this License Agreement and prior to taking any action hereunder, Client shall provide to University, no later than thirty (30) days prior to check-in, a Certificate of Insurance for the following policies and limits. Failure to provide proof of insurance shall result in cancellation of the reservation without refund:

**MINIMUM COVERAGE AMOUNT**

<b>Type of Insurance</b>	<b>Minimum Limits of Liability</b>
Commercial General Liability* Including: Completed Products Personal and Advertising Injury Products/Completed Operations Sexual Abuse and Molestation Coverage (for minor groups only) Fire Legal Liability (occurrence coverage only)	\$1,000,000.00 Each Occurrence \$2,000,000.00 General Aggregate
Auto Liability* (all owned, leased, hired and non-owned, and employee non-owned vehicle. (occurrence coverage only)	\$1,000,000.00 Combined Single Limit (Bodily Injury, Property Damage)
Workers Compensation	Statutory Limits – Kentucky and the state(s) of domicile of the Client and any subcontractors(s). The all state and voluntary compensation endorsement is to be attached to the policy.
Employers Liability	\$1,000,000.00 (each employee, each accident and policy limit)
Professional Liability  (occurrence or claims made coverage)	\$1,000,000.00 Each Occurrence If the Client is required to be professionally certified by the Commonwealth of Kentucky then the Client must provide proof of Professional Liability Insurance

All insurance carriers must be licensed and /or approved to conduct business within the Commonwealth of Kentucky and must have an A.M. Best Insurance Guide Rating of "A IX" or better.

These policies (except Workers' Compensation) shall name the University, its trustees, officers, employees and agents as Additional Insured and shall contain a covenant requiring no less than thirty (30) days written notice to the University before cancellation, reduction or other modification of coverages.

These policies shall be primary and noncontributing with any insurance carried by the University and shall contain a severability of interests clause in respect to cross liability, protecting each Additional Insured as though a separate policy had been issued to each. Certificates of the above policies shall be furnished, to the University, at least thirty (30) days prior to the commencement of services provided under this Agreement.

All Certificates of Insurance must clearly state that the Client's insurance(s) is PRIMARY, and the University of Louisville should be listed as the additional insured. It is agreed that any insurance maintained by the University of Louisville shall apply in excess of and not contribute with, insurance





provided by this policy. If Client's policy has deductibles, self-insured retentions, or co-insurance penalties, then all such costs shall be solely borne by Client and not by the University. The University will not share in any policy deductibles.

It is hereby agreed that in event of a claim arising under this policy, the company will not deny liability by reason of the Additional Insured being a state, county, municipal corporation, or governmental agency.

The limits listed above may be accomplished through a combination of primary and excess/umbrella liability policies written on a "follow form" basis or forms no more restrictive than the primary policies.

Client agrees that the insurance requirements specified do not reduce the liability Client has assumed in the indemnification/hold harmless section of this Agreement.

In certain limited circumstances, the University at its sole discretion may accept proof of self-insurance for some or all the insurance requirements set forth above. If self-insurance is accepted, Client must provide certification that its self-insurance program(s) is/are funded to actuarial projected losses.

**16. Force Majeure:** The University shall not be liable or responsible for any delay or failure hereunder, including without limitation making housing and utilities available if such delays or failures are the result of any happenings or events which could not reasonably be avoided, including without limitation, acts of nature, fire, flood, natural disaster, health and/or safety emergency, epidemic, loss of electricity or power, riots, war, or terrorist attack (or threat thereof).

**17. Infectious Disease:** Clients are responsible for following all Covid-19 and other infectious disease policies and procedures administered by the University, along with governmental regulations, as such policies, procedures and regulations are in effect from time to time. Procedures are subject to change depending on the decisions of the government, public health guidance, and the University leadership. Clients will be promptly notified of any such changes and will be held responsible for any noncompliance. In addition, clients should be aware of and must follow the guidance from the University found at: <https://louisville.edu/coronavirus/>.

Prior to the conference, clients must complete the campus health consent process on the conference portal and forward the information to every participant to complete as well. The information will be kept confidential and is necessary for emergency planning. Participants who test positive or are exposed to covid-19 while on campus will have to vacate University Housing immediately. Refunds will not be administered.

**18. Bedbug Treatment:** Client consents to the [bed bug treatment procedures](#) established by University Housing should the need arise.

**19. Miscellaneous.** The failure of either party to enforce any provisions of this License Agreement shall not be construed as a waiver or limitation of that party's rights to subsequently enforce and compel strict compliance with every provision of this License Agreement. Nothing herein shall be deemed to make the University engaged in any partnership or joint venture with the Client. The Client shall not use the name or any variation of the name of University of Louisville, or any of the University's logos or registered marks without the prior written consent of the University. This License Agreement constitutes the entire understanding between all the parties with respect to the subject matter hereof and may not be amended at any time except by an agreement signed by authorized representatives of both parties. This License Agreement may not be assigned by the Client to any other corporation, association, person or entity whatsoever without the prior written consent of the University.