

**UNIVERSITY OF MONTANA-WESTERN
Facilities and Services Agreement**

This facilities and services agreement is made and entered into between University of Montana-Western, 710 South Atlantic, Dillon, MT 59725, hereinafter called University, and _____ hereinafter called Purchaser. The University agrees to provide facilities and services as listed below and the Purchaser agrees to compensate the University for those facilities and services in accordance with the terms and conditions listed below.

I. LODGING:

- A. The University agrees to provide lodging accommodations up to _____ beds in the following buildings: all buildings
beginning the night of _____ through the night of _____
Check in time will be no sooner than 10pm
- B. Check out time will be no later than _____
Purchaser will be charged an additional night lodging for each person not checked out by that time.

II. FACILITIES AND EQUIPMENT:

- A. The University agrees to provide meeting rooms to purchaser as follows:
- B. The University agrees to provide equipment for use by purchaser as follows:

III. FOOD SERVICE ARRANGEMENTS:

The University agrees to provide food service for *see below* individuals beginning with on and ending with on .Food Service will include the following meals:

IV. FINANCIAL ARRANGEMENTS:

A. CHARGES:

The charges for facilities and services listed above are subject to guaranteed head and room count numbers and shall be as follows:

1. The charge for lodging shall be:

2. The charges for facilities and equipment shall be:
 1. Replacement costs for lost/damaged equipment or damages to facilities
 2. Direct cost for long distance charges, fax charges, copy machine charges, and other supplies requested
3. The charge for food service shall be as follows:

Facility Use

B. DEPOSIT: n/a

Purchaser may be requested to pay the University a non-refundable sum of \$25 to confirm the initial reservation. On the earliest date appearing in I and II hereof, Purchaser shall deposit with the University an additional sum of not less than 10% of the total anticipated charges based on the guaranteed numbers for head and room counts referred to in D below.

C. BILLING:

As soon as practical, after the completion of the conference or camp, the University will provide Purchaser with a bill listing all charges and credits for the conference or camp. Purchaser will pay the University for all unpaid charges within ten (10) days after receipt of the bill.

D. GUARANTEE:

Purchaser will provide the University with guaranteed numbers for lodging and food service no later than five (5) working days before the earliest date appearing in I and II hereof. The charges for which Purchaser shall be liable will be based on said guaranteed numbers or actual head count.

1. Amounts charged shall be no less than 90% of the amounts computed using the guaranteed numbers for head and room counts.
2. The University does not guarantee availability of facilities, food or lodging in excess of that required for 110% of said guaranteed numbers for head room counts, respectively.

E. CANCELLATION:

If the Purchaser cancels this agreement thirty (30) days or more before the first date appearing in I and II hereof, it shall be liable to the University for direct costs incurred by the University specifically in preparation to fulfill this the University specifically in preparation to fulfill this agreement. If the Purchaser cancels this agreement within thirty (30) days of the first date appearing in I and II hereof, Purchaser agrees to pay said direct costs, and in addition, to pay the college as liquidated damages for its lost business opportunity an amount computed as follows people times per person per day times days times 30% equals ; or \$ _____ total charges times 30% equals _____. If purchaser does not cancel prior to five (5) days before the first date appearing in I and II hereof, it shall be obligated as set forth in IV D above. In the event that the University is unable to provide part or all of the facilities or services specified in the agreement, as set forth in paragraph XII hereof, the University shall give prompt notice to the Purchaser of said inability.

F. FAILURE TO PAY:

Purchaser agrees that if it fails to pay the charges or any part thereof in accordance with this agreement, or if Purchaser violates any other provisions of this agreement, all remaining obligations of the University under this agreement shall, at the option of the University, cease and be terminated upon written notice mailed to the last known address of Purchaser. In any case, all amounts owing to the University hereunder which are more than sixty (60) days past due shall be subject to a service charge of 1.5% per month, constituting an annual percentage rate of 18%. Purchaser 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 suit or action is instituted to enforce compliance with this agreement, including but not limited 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

V. INSURANCE

Purchaser shall provide its own liability insurance for all of its participants in the subject conference of not less than \$750,000 for each person/occurrence, for bodily injury; and \$1,000,000 for each occurrence for property damage. The University is to be named as additional insured on that policy. Purchaser shall provide the University with a certificate of said insurance no less than thirty (30) days before the first date appearing

in I and II hereof; in the case of another college or university group using Western facilities, a letter from that institution accepting responsibility for insurance coverage will be adequate.

VI. INDEMNITY AND DAMAGES

Purchaser agrees that all participants are under the direct and complete supervision and control of Purchaser. As such, Purchaser is liable for all damages resulting from participant's utilization of the facilities and services provided by the University. Purchaser will also reimburse the University for all damages to facilities and services by Purchaser and/or its participants. In addition, the terms and conditions of this agreement do not require the University to relinquish its control of its facilities and services to purchaser. The University retains the right to require Purchaser, or any of its participants, to leave the University premises if the University feels that circumstances require it. The University assumes no responsibility for loss or theft of personal property, or damage to personal property of Purchaser or any or any of its participants. Purchaser shall indemnify and hold harmless the University, its offices and employees, against any and all claims for loss, injury or damage to persons or property, including claim of employees of purchaser or its agents, arising out of activities conducted by Purchaser or its guests on or in university buildings, properties, or facilities. The University assumes no liability whatsoever for any property placed by Purchaser in university buildings, properties, or facilities.

VII. ADDITIONS OR DELETIONS:

Any additional facilities and/or services not specified in this agreement are subject to additional charges. These charges will be included in the balance due in the bill presented to Purchaser by the University pursuant to IV C hereof. Otherwise, any additions to and/or deletions from this agreement must be initialed and dated by both parties to be valid. All documents must be signed and initialed by the same Individual.

VIII. APPLICABLE LAW:

1. This agreement shall be governed by the laws of the State of Montana. The University is an equal opportunity institution and subscribes to all requirements of federal law not to discriminate with respect to students, employees, applicants, or University programs on the basis of sex, race, color, national origin, religion, age, handicap or veteran status.
2. University of Montana-Western will provide our policies as they relate to sexual harassment and other issues pertinent to the operation of the campus. Purchaser and participants adherence to these policies is required.

3. University of Montana-Western will help arrange accommodations for patrons with disabilities. Please make sure to notify the Conference & Event office of any special needs. Our policies regarding Disability Services are found on our Web Site, or by contacting the C&E Office. Financial responsibility for accommodations made outside of “UMW academic services” belong to the Organization.

IX. UNIVERSITY REGULATIONS:

Purchaser is required to adhere to all applicable federal and state anti-discrimination laws regarding all activities subject to this Agreement. In addition, Purchaser agrees to provide at Purchaser expense, reasonable accommodations for persons with disabilities who are qualified to participate in Purchaser activities and require any such accommodations as a condition for participation. Purchaser further agrees to notify the University immediately about any disability accommodation requests received by Purchaser from an actual or prospective participant in Purchaser activities. Purchaser further agrees to prohibit all forms of unlawful sexual, racial or other harassment by anyone participating in Purchaser activities. In addition, Purchaser shall adhere to all University policies, regulations, guidelines, and all local, state and federal laws concerning health, safety and public order. Failure to comply with these regulations may result in forfeiture of the privilege of using University facilities and services, or termination of this agreement pursuant to XII hereof. University regulations include but are not limited to the following in University buildings and on University property.

1. Shared rooms are reserved for married couples, or occupants of the same sex.
2. All individuals will abide by Montana law, federal law and University regulations regarding intoxicants, narcotics and drugs. Alcohol is allowed only within the individual room. Alcohol cannot be consumed in corridors, lobbies, lounges, other buildings on campus or on campus property.
3. Fireworks, explosives and highly flammable materials are not allowed within the residence halls or buildings or on the grounds.
4. Bicycles are not allowed in student rooms, study rooms or stairwells. They must be parked at locations specifically for bicycles.
5. Animals are not allowed in any location in the residence halls or dining rooms.
6. Hot plates or similar appliances are not permitted in rooms nor is any type of cooking allowed in any room.
7. Remodeling or renovating of rooms or furniture, tampering with the electrical or mechanical fixtures or phones in the rooms. Placement of antennas for radios, television, etc, out of the windows, removal of or addition of furniture without arrangement with the University representative is not permitted.

8. Attaching any object to any University premise by nail screw, glue, or alternation of the premises in any manner whatsoever without the prior permission of appropriate University representative is not permitted.
9. Parking in the service or fire lanes adjacent to the residence halls is not allowed.
10. Tampering with or removal of windows or window screens from any part of any buildings is not allowed.
11. Tampering with the fire system or fire fighting equipment is not allowed.
12. Removal of lounge or common area furniture into individual rooms is not allowed without prior permission from appropriate University representative.
13. The use and unlocking of common area doors which are to be continuously locked or locked at specified periods of time is not allowed.
14. Solicitation in any form is not permitted.

X. GUIDELINES FOR GROUPS WITH MINORS

All groups, organizations, and sports camps housed in the University Residence Halls with participants under the age of 18 (minors) are subject to the following rules in addition to the Student Life Rules and Regulations:

1. All groups must provide adequate adult supervision of minors. Western has only minimal staff during the summer months and provides no supervision services. To assure adequate supervision, each group must have one (1) adult chaperone for each ten (10) participants under the age of 18. The group at check in must provide a list of chaperones and chaperones must live among the 10 participants.
2. The group must identify a Primary Chaperone who will be the liaison with the Student Life Office Staff. This person must attend an initial meeting with the Student Life Staff upon arrival.
3. The group's chaperones must establish an on-call schedule that will identify the chaperone available in case it is necessary for the Student Life Staff to contact someone.
4. The chaperone on duty is to remain in the Residence Halls so long as any minor in the Residence Hall. If the chaperone will be away from his/her room, a telephone number, cellular phone number, pager, or other means of communication will be provided to the Student Life Staff so that the chaperone may be contacted if needed. It is the responsibility of the group to arrange for adequate means of communication with the chaperone on call.
5. The Primary Chaperone is responsible for educating other chaperones and participants about Student Life and University rules and regulations and evacuation procedures in the event of an emergency.

6. Chaperones must stay with the participants in the halls and must be present from the time the first child participant arrives until the last child participant departs.
7. Chaperones are required to enforce Student Life and University rules and regulations.
8. Chaperones must be prepared to organize the orderly evacuation of their participants if any emergency should arise. It is recommended that each chaperone be assigned particular minor for who they are responsible during an evacuation.
9. Chaperones shall immediately report medical emergencies, building maintenance concerns, or other concerns to the Student Life Staff.

XI. PARENTAL RELEASE:

Purchaser agrees that every minor child, unaccompanied by a parent, shall either present to the University or have on file with the participating group or sponsoring agency, upon arrival, a medical release for hospital treatment by a physician signed by one or both of the child's parents, to allow for treatment should accident or injury occur.

XII. THE UNIVERSITY OF MONTANA-WESTERN RIGHTS:

The University may exercise the following rights:

1. To enter any room or building for the purpose of inspection, repair or emergency.
2. To reassign residents within a residence hall, after timely notification, in order to accomplish necessary repairs and renovation to the building.
3. To revoke the campus privilege including residency in or utilization of any of its buildings of any occupant whose conduct, solely in the Universities opinion, become injurious or potentially injurious to the academic community.

XIII. CURTAILMENT:

In the event that University building, property or facilities shall be destroyed or substantially damaged by fire or other casualty, or in the event other circumstances render the fulfillment of this agreement hereinabove stipulated only for those services, activities and events which shall have occurred prior to said casualty or circumstance. Purchaser

hereby waives any claim for damages or compensation resulting from fire, casualty, or other circumstances causing curtailment of this agreement.

XIV. ASSIGNMENT PROHIBITED:

The purchaser may not assign this agreement without the prior written consent of the University.

XV. TIME LIMIT:

This agreement is not binding until countersigned by University of Montana-Western. The University will honor its terms, the rates for charges and availability of facilities and services for fourteen (14) days from the date of mailing of this agreement to its receipt back signed by Purchaser. After that it will be subject to change and availability.

WE, THE UNDERSIGNED, DO HEREBY ENTER INTO THIS FACILITIES AND SERVICES AGREEMENT AS WITNESSED BY OUR SIGNATURES BELOW.

Agreement dated this _____ day of _____, 20____.

FOR UNIVERSITY OF MONTANA-WESTERN
710 S Atlantic, Dillon, MT 59725, phone 1-406-683-7566

Conference and Event Services, Director

Date

Dean of Students

Date

FOR PURCHASER, Name _____

Representative _____

Address _____

Daytime Phone () _____

Signature of Authorized Representative

Date