

FACILITIES RENTAL/EVENTS CONTRACT

UMBC

AN HONORS UNIVERSITY IN MARYLAND

Contract
No:

2018-
ABTNCF

University of Maryland Baltimore County (UMBC)		Client (User): Adventures for the Cure 504 Newburg Avenue Catonsville, MD 21228	
Contact: Drema Wentz Phone: 410-455-3621 Email: dwentz@umbc.edu		Contact: Adam Driscoll Phone: 443-823-0819 Email: Adrisc1@gmail.com	
Event Description: Bike Race			

By this Contract, made as of the 5th day of March, 2017 by and between The University of Maryland, Baltimore County, a constituent institution of the University System of Maryland and an agency of the state of Maryland ("University" or "State" or "UMBC"), 1000 Hilltop Circle, Baltimore, Maryland 21250, and Adventures for the Cure (USER), 504 Newburg Avenue, Catonsville, MD 21228 (ADDRESS), the parties hereby agree as follows:

TERM OF CONTRACT:

Date(s) of Rental: July 14, 2018

Services, Facilities & Hours of Rental: Please see attached Estimated Event Fees Form

Failure to deliver this Contract, fully executed and initialed, with the appropriate payment (e.g. deposit, balance, Full balance) to Conference Services-UMBC, by not later than 6/14/18, will render this contract void, except at UMBC's sole discretion to honor the User's request.

TERMS OF PAYMENT:

USER agrees to pay the University **Estimated Event Fees*** as compensation for the services and use of the facilities set forth in the attached **Estimated Event Fees Form**.

If this Contract is executed and delivered to Conference Services-UMBC within thirty (30) days prior to the event, the Full Balance of the **Estimated Event Fees** is due with the Contract.

Payment in the amount listed on the **Estimated Event Fees** must be received along with the signed copy of this Contract by no later than 7/14/18. Checks must be payable to **UMBC** and mailed to the attention of: **Conference Services-UMBC, 1000 Hilltop Circle, Baltimore, MD 21250**. *If paying using an R-Stars Account, appropriate paperwork must be received with the signed Contract.*

*A final invoice, which reflects any adjustments (credit or payment) to the **Estimated Event Fees** associated with the services and facility rental should be mailed to the USER typically within thirty (30) days after the services and facility rental is concluded. If a credit is due to the USER, it will be reflected on the invoice and a check should be received by USER within 6 weeks after the event. If payment is due, payment of the balance due must be received by UMBC not later than thirty (30) days after USER's receipt of the invoice.

ATTENDANCE/ESTIMATED COUNTS:

The USER shall submit to Conference Services-UMBC, 1000 Hilltop Circle, Baltimore, Maryland 21250, an updated best estimate minimum count, of those expected to attend the scheduled event(s), by not later than 30 days prior to the scheduled event(s). This estimate will include total number of participants, and number/type of facilities and services required by the USER (e.g., audio-visual, housing, cleaning, food, pool, RAC). After receipt of the estimate, UMBC will furnish the USER with any other general information concerning the services and facilities requested. This estimate will be used to determine the facility and service requirements.

GUARANTEED COUNTS: The USER shall submit to Conference Services-UMBC, by not later than 30 days prior to each scheduled event, the following information with respect to guaranteed counts: (1) a minimum guarantee of the number of expected participants; (2) a final guarantee of type and number of facilities requested; and (3) a final Initials: AD USER

guarantee of type and number of services requested. UMBC agrees to be prepared to provide services and facilities for the minimum guaranteed number of participants, plus services and facilities to accommodate an additional 5% of the guaranteed number. Should the actual count of participants exceed the minimum guarantee, the event fees shall be based on the actual number of facilities and services provided by UMBC to accommodate this count. Should the actual count of participants be less than the minimum guaranteed count, event fees shall be based on the minimum guarantee.

CANCELLATION BY USER. If USER intends to cancel the entire Contract prior to the date(s) of the scheduled event(s), written notice must be submitted to Conference Services-UMBC by not later than 30 days prior to the first day of scheduled event(s). Cancellation by USER, less than 30 days prior to the first day of the scheduled event(s) shall be treated as a default and result in forfeiture of all deposits. There will be no refunds of fees for cancellation of events, by USER, that were scheduled less than 30 days in advance of event(s).

LICENSE AND COPYRIGHT: Unless otherwise agreed to in writing, the USER will have sole responsibility for obtaining and paying for any and all licenses, and paying for any and all royalties necessary for the use of any copyrighted works (e.g., music, images) performed or used relating to the event(s) in this Contract. The USER shall indemnify and hold harmless the University, the Board of Regents of the University System of Maryland, the State of Maryland, their officers, agents, and employees with respect to any claim, action, cost or judgment for copyright infringement or for failure to pay for any and all royalties pursuant to the copyright laws of the United States, or any other country, which may arise out of, relate to, or be a consequence of this Contract.

LICENSES AND PERMITS: USER shall obtain, at its expense, all licenses, permits, insurance, inspections, and governmental approval, if any, necessary to the performance of its obligations under this Contract.

INSURANCE: Within ten (10) days of execution of this Contract, unless exempted by the University, the USER shall provide evidence of Public Liability Insurance with limits of not less than \$250,000 per person, \$1,000,000 per occurrence, and \$50,000 property damage, unless higher limits are justified. Such insurance shall name as insured both the USER and the University, the Board of Regents of the University System of Maryland, the State of Maryland, their officers, agents and employees as their interest may appear, and will cover all injured from all liability from any and all damage or injury of any kind to all persons and property or loss of use thereof occurring as a result of the use of University facilities, premises and any adjacent or related property. Adjacent or related property will include all areas immediately adjacent to the facilities rented which are used for the purpose of participant or visitor parking. Coverage must be satisfactory to the University.

INDEMNIFICATION: USER shall indemnify and hold harmless University, the Board of Regents of the University System of Maryland, the State of Maryland, their officers, employees, agents, and students from and against any and all claims, suits, proceedings, costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs, attorney's fees, and other reasonable expenses of litigation, which may arise out of, relate to, or be a consequence of this Contract or the use or occupancy of the facility by USER, its officers, employees, agents, guests, invitees, and performers or artists it brings in for performances.

FORCE MAJEURE: If either party's performance(s) hereunder is rendered impossible, hazardous or is otherwise prevented or impaired due to sickness, inability to perform, accident, interruption or failure of means of transportation, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event, similar or dissimilar, beyond that party's control, then each party's obligations with respect to the affected performance(s) shall be excused and neither party will have any liability in connection therewith.

RULES AND REGULATIONS FOR UMBC CAMPUS AND FACILITIES:

USER will provide at least one agent of the USER, per 15 minor-aged participants, who will be responsible for the actions of the USER's participants throughout the entire event(s) as well as be prepared with emergency contact information for each participant. For event(s) without minor-aged participants, USER must provide a contact name and cell phone number of an agent of the USER who will be on site to manage adult participants.

Services and Facility use is restricted to participants. Non-participant guests and invitees are limited to visitation only and must exit the property closing of facility, or "quiet hours" as defined below.

Alcoholic beverages are prohibited in all areas and facilities of UMBC without the expressed written consent of UMBC.

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All sales, solicitations, postings and concessions in all areas and facilities of UMBC are prohibited without the express written consent of UMBC.

All events must terminate promptly by the time stated on the Estimated Event Fees Form and the facilities described are to be vacated by all persons attending the event by the time specified in this Contract. The USER shall only have the use of the facilities contracted for herein and only for the purposes stated in this Contract. Use of additional facilities not contracted for herein must be approved by the University and will result in additional fees charged to USER.

The USER will be responsible for proper use of the facilities and will be held liable for causing, permitting, or failing to take steps to cease any action by USER's participants or guests that could deface, damage, or effect the usability of the facilities. USER agrees that University may enter upon the used facilities at all reasonable times to make inspection in conformity with this Contract.

UMBC reserves the right to remove any participant who does not comply with the conditions of this agreement, who poses a threat to him/herself or other participants, or who violates federal, state, or local laws.

UMBC is a smoke free campus. Client is responsible for informing participants that smoking on campus is prohibited.

RULES AND REGULATIONS FOR CONFERENCE/EVENT HOUSING: (IF USING HOUSING)

UMBC will provide floor plans of the space available to the USER upon receipt of the USER's "best estimate" of the number of participants. The USER will return completed floor plans including the names of the participants assigned to each space and a complete roster of participants to Conference Services-UMBC by not later than ONE WEEK prior to scheduled check-in. UMBC reserves the right to assign alternative housing space and reassign participants at the same or lower rates.

USER may share residential facilities with one or more groups; therefore, USER's agent(s) and participants are responsible for enforcing "quiet hours" between the hours of 10 pm and 9 am daily. Participants using the residence halls are responsible for limiting access to the building's public areas between the hours of 10 pm and 9 am. Participants are limited to the use of the floors and buildings assigned to the USER. Other areas of the residential facilities are prohibited from use unless otherwise indicated in this Contract.

FOOD SERVICES:

Catering of all food and/or drink, including alcoholic beverages, at all University facilities is limited exclusively to on-site caterers, unless exclusivity is waived as a written amendment to this Contract. Food and drink will be allowed only in designated food and drink serving areas. USER shall receive no commissions on food and drink concessions. This Contract and the event(s) shall in no way infringe upon the existing Contract(s) between UMBC and its contracted caterers.

OTHER SERVICES ON CAMPUS:

Conference Services will coordinate scheduling services and facilities with other University departments for USER.

EQUIPMENT:

USER will be liable for University owned equipment lost, stolen, damaged, or misplaced by USER, USER's participants, or USER's guests. University assumes no responsibility for equipment used at events that is supplied by the USER or a 3rd party. University reserves the right to approve equipment used at events and any 3rd party provider of equipment. Ordinary maintenance on University owned, or leased, property shall be performed only under the direction of the University. University is not responsible for providing any equipment or services not specifically stated in this Contract.

PUBLICITY:

University reserves the right to review and approve, in advance, all forms of advertising or publicity that bears the UMBC name or mark. The USER warrants that the establishment of a partnership with, or co-sponsorship by, University of any event(s) will not be implied in any way unless the express permission of University is included in this Contract. Posting of all materials must be approved in advance by UMBC's Conference Services. All posted

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materials must comply with the UMBC Posting Policy. All posted materials must be removed no later than 24 hours following the event(s).

NON-ASSIGNMENT: The USER shall not have the right to assign this Contract without the specific written approval of University.

SECURITY:

University shall have sole and exclusive discretion to determine and control security arrangements including, but not limited to, type of security personnel and placement and use of security personnel. If it is determined that additional security is required as deemed necessary and appropriate by the UMBC Police to protect the interests of the University, the USER shall be notified in advance if reasonable considering the circumstances of the event(s).

Any and all additional security costs for UMBC Police and security not included on the Estimated Event Fees Form, shall be reflected on the Final Invoice as a fee adjustment of this Contract. Security/Police costs will be calculated at a rate of \$72.00 per hour. The number of officers and security personnel shall vary based on the size and nature of the event(s) and is the sole discretion of the University.

GENERAL:

Smoking in University facilities is prohibited. Please see the Campus Smoking policy at <http://smokefree.umbc.edu/policy-overview>. All sales, solicitations, and concessions at UMBC are prohibited without the express written consent of University. University is under no obligation to comply with any requests made after the execution of this Contract and compliance with such requests is not promised or guaranteed.

NON-DISCRIMINATION: The USER shall comply with the non-discrimination provisions of federal and Maryland law.

TERMINATION FOR DEFAULT: If the USER fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, University may terminate the Contract by written notice to the USER. The notice shall specify the acts or omissions relied upon as cause for termination. Termination under this paragraph does not relieve the USER of financial responsibility for the Contract or for any costs and damages caused to the University.

TERMINATION FOR CONVENIENCE: This Contract may be terminated by the University whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with this Contract that the USER has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the USER shall not be reimbursed for any anticipatory profits that the USER expected to earn from the event(s) which is the subject matter of the Contract.

TERMINATION BY THE UNIVERSITY: The University reserves the right to terminate or temporarily suspend performance of any part of this Contract without notice in the event of force majeure or exigency caused by events beyond the reasonable control of the University, including, but not limited to, acts of God, embargoes, governmental restrictions, strikes, subcontractor failures or delays, riots, wars or other military action, civil disorders, rebellion, terrorism, disaster, fire, vandalism, or sabotage which make it inadvisable, illegal, or impossible to hold the event(s). The University shall promptly notify the USER, giving the details of the force majeure or exigency circumstance, and the Contract shall be suspended during but not longer than the continuance of the force majeure or exigency unless the circumstances are of such a magnitude that termination is warranted in the sole discretion of the University. In the event of force majeure or exigency, the University shall not be responsible for any damages sustained by the USER; however, the USER shall be entitled to a refund of any sums already paid less any expenses incurred by the University up to the occurrence of the circumstances.

INCLEMENT WEATHER POLICY: In some cases of inclement weather (e.g. lightning, heavy rains, dangerous winds) where outdoor University facilities are being used, the University may make a decision to cancel the use of outdoor facilities to protect the safety of employees, students, and visitors and to protect University property. The University will make the cancellation decision at its sole discretion and will notify the USER. In some cases of inclement weather (e.g., snow, severe storms), the University must make a decision to close the entire University to protect the safety of employees, students, and visitors. This will affect all events (including seminars and conferences) scheduled on the campus for that day. If inclement weather is forecast, please follow school closing announcements on any of the local radio/TV stations (e.g., WMAR TV channel 2, WJZ TV channel 13, WBAL Radio 1090 AM,

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WYPR Radio 88.1 FM). USER may also call (410) 455-1000 for University closing information. Any event(s) planned for that day are required to follow the same schedule as the University. If there is a delay in opening the University, the event start time, if affected by delay, will be delayed as well. If the University is closed, the event(s) will be cancelled and the University will attempt to reschedule with the USER. If the University has opened as regularly scheduled, but inclement weather necessitates early closure, all events (including seminars and conferences) on campus must end at the time designated for closure of the University. The University shall not assume any responsibility for any liability or damages incurred by USER if the event(s) is cancelled or postponed due to inclement weather.

ACCEPTANCE OF FACILITIES: By signing this Contract, USER agrees to accept the facilities “as is” and any changes, additions, or modifications, including, but not limited to, approval to erect tents or stands, or to install fixtures, thereto must be approved in writing in advance by Conference Services-UMBC. USER may visit the facilities by contacting the University Department and Contact indicated on the first page of this contract.

University reserves the right to move an Event to a different location upon the occurrence of: (a) circumstances beyond the control of the University, such as facility infrastructure disruption and/or weather related conditions, or (b) unanticipated needs of the University for use of the space, and to best utilize space and resources, or (c) substantial changes in the needs or size of the scheduled Event, or (d) subsequent disruption to concurrent events. If a move becomes necessary, the University will move the Event to either an agreed-to location or the nearest suitable location. UMBC is not responsible for any costs incurred by a User resulting from a change in location.

RELATIONSHIP OF PARTIES: Nothing in this Contract shall be deemed to make the University and USER partners or joint ventures or to create a relationship of principal and agent between them, nor shall either the University or USER hold itself out as joint venture, partner, or agent of the other, contrary to the terms of this Contract by advertising or otherwise. Neither party shall be bound by any representation, act, or omission of the other made contrary to the provisions of this Contract.

ADDITIONAL USERS: USER understands and agrees that, during the term of this Contract, other events may be held in other parts of the described facilities not included in this Contract, and USER shall conduct its activities so as not to interfere with those activities or other University business.

TICKET SALES: USER agrees that it will not distribute, or permit to be distributed, in any manner, tickets in excess of the seating capacity or other applicable capacity for the event(s), nor shall USER admit a larger number of persons than can safely and freely move about in the facility. In addition to any other remedies provided for under this Contract, the University may act, or require the USER to act, to refuse admission to, or expel, persons in excess of the applicable capacity or safe number of attendees. *In order to keep proper records of ticket distribution, the USER must print tickets with UMBC CommonVision.*

ALTERATIONS, DECORATIONS, DAMAGES: USER shall not injure, mar, or in any way deface the premises and shall not cause or permit anything to be done whereby facility shall be in any manner injured, marred, or defaced and will not drive, or permit to be driven, nails, hooks, tacks, or screws into any part thereof and will not make, or allow to be made, any alterations of any kind to facility.

COMPLIANCE WITH LAW: USER represents and warrants that it shall comply with all applicable federal, State of Maryland, and Baltimore County laws, codes, rules, regulations, and executive orders. USER agrees that its foregoing representation and warranty specifically includes § 5-561 of the Family Law Article of the Maryland Annotated Code and Title 10, Subtitle 16, Chapters 3 and 6 of the Code of Maryland Regulations.

COMPLIANCE WITH UNIVERSITY SYSTEM OF MARYLAND POLICY: USER represents and warrants that it shall comply with Policy VI-1.50, Reporting of Suspected Child Abuse and Neglect, of the Board of Regents of the University System of Maryland.

GOVERNING LAW; FORUM: This Contract is governed by and shall be construed under the laws of the State of Maryland, even if such law ordinarily would not be applied under the choice of law principles of any forum in which this Contract may be litigated. Any legal proceedings arising out of this Contract shall be brought in and resolved by the courts of the State of Maryland. UMBC does not recognize any obligation to and will not submit to binding

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arbitration of disputes nor subject itself to the rules, regulations or procedures of any labor organization, guild, or institute.

WAIVER OF JURY TRIAL: UNIVERSITY AND USER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THEY ARE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS CONTRACT. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES WHO ARE NOT PARTIES TO THIS CONTRACT. THIS WAIVER IS KNOWINGLY, WILLINGLY, AND VOLUNTARILY MADE BY UNIVERSITY AND USER, WHO HEREBY REPRESENT AND WARRANT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY AN INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

ENTIRE AGREEMENT; MODIFICATIONS: This Contract, including any attachments hereto, constitutes the entire agreement between the parties, and wholly cancels, terminates and supersedes any and all previous and/or contemporaneous oral agreements, negotiations, commitments, and writings between the parties with respect to its subject matter. Any modifications to the Contract must issue from a written addendum signed by the USER and University.

CONTRACT CONTROLS: It is mutually agreed that any attached contract, or any rider(s) or addenda thereto, by and between the University and the USER pertaining to this Contract is supplemental and subordinate to this University of Maryland, Baltimore County Facilities Rental/Events Contract. The terms and conditions of this Facilities Rental/Events Contract shall at all times and in all events and situations be controlling.



ESTIMATED EVENTS FEES FORM: The Estimated Event Fees Form is attached hereto and is incorporated into the terms of this Contract.

SEVERABILITY AND SAVINGS CLAUSE: In the event one or more clauses of this Contract are declared illegal, void, or unenforceable, that shall not affect the validity and enforceability of all the remaining clauses of this Contract.

COMPLIANCE

User confirms and warrants that, if applicable, USER complies with all youth camp licensure requirements as mandated by the State of Maryland in Baltimore County. Suspected child abuse and child neglect must be reported in compliance with University System of Maryland Board of Regents Policy VI-1.50. Please find information regarding licensed summer camps at <http://idea.ha.dhmb.maryland.gov/OEHFP/CHS/SitePages/information-for-licensed-youth-camps.aspx>.


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PERFORMER/USER:	UNIVERSITY OF MARYLAND BALTIMORE COUNTY
	
_____ Signature	_____ Signature
Adam Driscoll	Terry Cook
_____ Typed/Printed Name	_____ Typed/Printed Name
Adam Driscoll	Senior Associate Vice President for Administration and Finance
_____ Title	_____ Title
4/5/2018 1:17:53 PM EDT	4/10/2018 9:57:29 AM EDT
_____ Date	_____ Date
4/5/2018	<u>52-6002033</u>
_____ FEIN	_____ FEIN

Vice President of Student Affairs - Reviewed: _____

4/8/2018 | 9:22:49 AM EDT

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Estimated Event Fees Form				 AN HONORS UNIVERSITY IN MARYLAND			
Attachment #	2018-ABTNCF						
Client:	Adventures for the Cure						
Event Name:	Bike Race						
Dates:	7/14/18						
Housing							
Date	Check-in Time	# of Nights	Room Type		Person(s)	Rate	Subtotal
							\$0.00
						Housing Total:	\$0.00
** All check out times are scheduled for 11:00 a.m on the day of departure. Groups that exceed that time are subject to additional charges.							
Athletic Facilities							
Date	Start Time	End Time	Facility			Full Day Rate	Subtotal
							\$0.00
							\$0.00
						Athletic Facilities Total :	\$0.00
Meeting/Classroom Space							
Date	Start Time	End Time	Space	Count		Rate	Subtotal
7/14/2018	8:00 AM	4:00 PM	Lot 22	1		\$200.00	\$ 200.00
						Meeting/Classrom Space Total:	\$200.00
Audiovisual Services							
Date	Start Time	End Time	AV Used	Count		Rate	Subtotal
							\$0.00
						Audiovisual Total :	\$0.00
Food Services							
Date	Meal Type			Person(s)	# of Days	Rate	Subtotal
							\$0.00
						Food Services Total :	\$0.00
Campus Cards							
				Person(s)	Count	Rate	Subtotal
							\$ -
						Campus Cards Total :	\$0.00
Other Accomodations							
Date	Description			Count		Rate	Subtotal
7/14/2018	Police	4		10		\$72.00	\$2,880.00
						Other Accomodations Total	\$2,880.00
						Estimated Event Fees Total for Bike Race	\$3,080.00

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