



2005 Christ Church Conference

UNIVERSITY OF IDAHO  
MOSCOW, IDAHO

August 8-10, 2005

Estimated Participants: 800 - 1000

**AGREEMENT FOR CONFERENCE SERVICES AND FACILITIES USE**

**CONTACT:**

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This Agreement for Conference Services (Agreement) sets forth the terms and conditions applicable between the University of Idaho, acting through its Conference Services and Community Programs (University) and the Christ Church, which shall be referred to, as Permittee.

**1. PERMITTED USE AND DATES:**

Under the terms and conditions herein, University grants to Permittee a nonassignable right to use the Kibbie Dome for the sole purpose, and no other, of the **Trinity Feast Conference** (Event). Permittee is entitled to use the Kibbie Dome from 8:00 a.m. on August 7, 2004 to 8:00 p.m. on August 10, 2004. Setup for the Event will begin on Saturday, August 6, 2005 by Permittee staff. Permittee shall have a right of access and limited use of the Kibbie Dome for 2 hours prior to the first hour stated and 2 hours after the last hour stated, for the purpose of installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards. Use of the Kibbie Dome shall be limited to a maximum of 2500 Event attendees.

**2. MEETING FACILITIES**

Kibbie Dome:

The estimated cost for rental of the Kibbie Dome is as follows:

Facility Rental -	\$3,000.00
Set-up/Load-In	\$1,500.00
Breakdown	\$1,000.00
Maintenance/Custodian	\$ 800.00
<b>TOTAL</b>	<b>\$6,300.00</b>

Permittee acknowledges that this is an estimated cost only and that all amounts are subject to change. Permittee agrees to pay all costs for rental of the Kibbie Dome and all other expenses and services as further specified herein. All amounts incurred will be billed directly to Permittee.

The use of the Kibbie Dome shall include all lights, access to restrooms, electricity for lights and power, public address system and water.

**3. SET-UP AND COORDINATION SERVICES BY UNIVERSITY EVENTS TEAM:**

Production Service:

The University Events team will provide production services for the following facilities, subject to the use permitted under paragraphs 1 and 2 above including the Kibbie Dome and University Auditorium.

One Stage Set-Up within Kibbie Dome:

The University Event team will be responsible for the following set-up in the Kibbie Dome: Curtained plenary/worship area for up to 1500 Event attendees with two rear-project screens and each with 4,000 lumen projector; one stage; a large sound system with delays; staffing at each plenary/worship session; tables for the bookstore/display area.

The above-described services will be provided at an estimated fee of \$17,160 plus video production from ITS Video Services. Please see attached spreadsheet, Exhibit A, for a detailed breakdown of expenses.

Permittee acknowledges that this is an estimated cost only and that all amounts are subject to change. Permittee agrees to pay all costs for Event services and all other expenses and services as further specified herein. All amounts incurred will be billed directly to Permittee.

Additional AV Needs:

**Notification of additional AV equipment for plenary or breakout sessions must be given by Permittee to the University no later than 4:00 p.m. on Friday, July 8, 2005** – one month prior to the Event. Use of additional AV equipment is subject to availability. University will reserve additional equipment. Permittee will be responsible for payment of all fees and services associated with additional equipment.

**4. LODGING:**

Residence Halls

In addition to the facility use permitted above, Event participants shall be eligible to obtain lodging in the Living Learning Community (LLC). University has reserved two hundred (200) beds, beginning Saturday, August 7, 2005 at 12:00 noon, when participants are expected to arrive, through Tuesday, August 10, 2005, when participants are expected to depart. Checkout time is 3:00 pm. Lodging for Event participants in the LLC is only available from 12:00 noon on Saturday August 7, 2005 to Tuesday, August 10, 2005. Participants shall not be permitted to extend their stay in the LLC either by arriving early or staying late.

All LLC buildings feature central air conditioning. The first floor of each building offers a full kitchen, dining area, lounge, dens and laundry facilities. Permittee must provide needed cooking utensils. Upper floors of all buildings are laid out in one- to four-bedroom suites. Each suite consists of either single or double rooms with a shared divided bathroom, furnished living area, kitchenette with sink, microwave and small refrigerator. Sleeping rooms feature a twin bed, desk and wardrobe. Approximately 80% of all suite bedrooms are single. Telephones are not provided. Each suite and bedroom is secure and can be accessed with room keycards. All suites/bedrooms are ADA compliant.

The cost for lodging is \$39.80/single and \$37.15/double per person/per night. Suites are also available at rates of \$76 per suite (2 bedroom suite) to \$152 (four bedroom suite) per night. Participants shall make their own lodging arrangements. A 6% state tax and 2% bed tax per person per night will also be applied. In addition to the above fees, participants shall be responsible for additional fees for late checkout, i.e. checkout after 3:00 p.m.

The University will make available one keycard to each Event participant. No keycard deposit will be required. **A participant will be charged \$30.00 for each lost keycard.** University will provide lanyards for keycards. In the event a participant loses his or her keycard it will be necessary to contact the University Residences on-call staff member who will replace the card. Keycards will be replaced during regular business hours only.

**Reservations: the Event participant shall make Reservations individually.**

Reservations can be made on-line by mail or by calling Conference Services and Community Programs. This is a secured site. Payment in full is due at the time of reservation. Cash, check or credit cards are accepted forms of payment. Participants are responsible for damage to their bedroom/suite and for lost or stolen items.

In the event that charges remain unpaid by participants for any of the services described herein, Permittee shall be responsible for all such charges and agrees to pay such amounts to University.

RV Parking

*August 6 ok 11/11/04 Thursday 11/11/04*  
The northwest gravel lot of the Kibbie Dome may be utilized for RV parking. Parking will be available from Saturday, August 7, 2005 at 12:00 noon, through Tuesday, August 11, 2005. All participants using RV parking must vacate the lot by 5:00 pm on August 11, 2005. No electrical or water services are provided in this lot. University, at its discretion and subject to availability, may make these arrangements if Permittee requests. In the event that electrical and/or water services are provided for RV parking for the Event, Permittee shall pay for all charges associated with providing such services.

**5. FOOD SERVICE:**

The University offers meals in the Wallace Food Court: as described below at the indicated cost for all participants staying the LLC. Event participants who are not staying on campus may also take advantage of a complete or partial meal package at a discounted rate from cash prices as outlined below:

**Package (Meal Card) Dining Rates:**

Breakfast	\$4.50
Lunch	\$5.75
Dinner	\$7.10
<b>TOTAL</b>	<b>\$17.35</b>

**Individual Cash Dining Rates:**

Breakfast	\$5.05
Lunch	\$6.30
Dinner	\$7.65

Options can be provided to participants on the Event registration form. Permittee shall provide University a draft Event registration form. University must approve the registration form prior to printing and distribution. Any information regarding University on the form that is not approved by University shall be considered invalid. Participants not purchasing a meal plan may pay cash for meals in the University Commons.

**Catered Events:**

University Dining Services will open a concession stand on the east concourse of the Kibbie Dome for Event participants during the event. Estimated expenses, including but not limited to labor costs and a minimum daily amount, and hours and dates that the concession will be open, shall be provided to Permittee no later than March 2006.

**6. PARKING:**

Parking will be provided free-of-charge to Event participants except in lots that are designated for and limited to permit holders only. Event participants shall not park in parking meters, reserved spaces, and handicap spaces or on the Campus Walkway System. Parking for buses or cars will be available in specified parking lots. University will provide a map detailing parking information. Permittee will be responsible for disseminating parking information to Event participants prior to their arrival on campus.

Event participants are required to comply with University Parking regulations as well as with city ordinances and state laws. Any tickets received must be paid or appealed within 15 calendar days. The first ticket issued for violation C1 (permit violation) may be waived for visitors if brought to the Information Center within 15 days. Subsequent tickets must be paid or appealed.

Parking Services offers event management and lot reservations for a fee.

**7. REGISTRATION SERVICES:**

University shall provide no registration services.

**8. INDEMNITY AND INSURANCE REQUIREMENT:**

Permittee agree to be responsible for any and all damages to University property, and for any and all claims, injuries, and/or damages arising from the use of University facilities by Permittee, its agents, contractors, employees, invitees, or guests and by event participants. Permittee agree to indemnify, defend and hold harmless the State of Idaho, and University and its governing board and employees, and agents from and against any and all claims, losses, damages, injuries, liabilities and all costs, including attorneys fees, court costs and expenses and liabilities arising from any breach or default in the performance of any obligation of the Permittee to be performed under the terms of this Agreement, or arising from any act, negligence or the failure to act of the Event

participants, or any of Permittee's agents, contractors, employees, invitees or guests. A Certificate of Insurance is required as described below.

Liability insurance of \$1,000,000 is required by the Regents of the University of Idaho and the State of Idaho for private events/conferences/camps held on campus. Permittee must provide proof of \$1,000,000 in liability coverage. Permittee must name the Regents of the University of Idaho as an Additional Insured and provide a Certificate of Insurance. Please ask your insurance agent to prepare a Certificate of Insurance showing that you have sufficient liability coverage to fulfill this requirement and that the Regents of the University of Idaho have been named as an additional insured. The time period shown on the certificate should cover any pre-Event day or post-Event day activities (i.e., staff training, tours, etc).

The Certificate Holder and Additional Insured should read:

Regents of the University of Idaho  
ATTN: Conferences Services and Community Programs  
P.O. Box 441205  
Moscow, ID 83844-1205

Conference Services and Community Programs must receive proof of insurance at least two (2) weeks prior to the event.

#### **9. OTHER OBLIGATIONS:**

9.1 All youth participants unaccompanied by a legal guardian must provide emergency contact information, relevant medical information, and medical insurance information to University staff. The parent or legal guardian must sign a waiver, which acknowledges with specificity the risks inherent in the activities, provides permission for participation, and releases the University of Idaho from any and all liability. Your Event or program must make all signed waivers available to the University.

9.2 Permittee shall provide University with a guaranteed number of Event participants one week prior to arrival, and shall provide the University with the dates and times of scheduled arrivals and departures of Event participants.

9.3 Permittee understands that alcoholic beverages may not be consumed on the University campus. Neither Permittee, its employees, agents, assigns, guests nor Participants and shall consume alcohol unless Permittee has obtained authorization and a permit to do so from University.

9.4 Permittee shall ensure the proper conduct of all participants and shall ensure that it and all participants comply with applicable law, University regulations, and the reasonable instructions of University personnel and agents. In the event that participants do not comply with the rules and regulations, Permittee must inform the University of the situation immediately. University shall have complete control of all buildings and reserves the right to eject any objectionable person or persons from its buildings through its agents or security personnel. Permittee waives any right and all claim for damages against University.

9.5 Permittee shall provide instructions regarding any services that University agrees to provide herein at least two weeks prior to the first date of the event. University shall endeavor to comply with such instructions, but compliance shall be at the discretion of University. All costs associated with the provisions of services shall be billed to Permittee and Permittee shall pay for all costs associated with provisions of such services.

9.6 To the extent that University, in the exercise of its discretion, must provide services for the Event, including but not limited to security services and any other services that are in addition to those provided for herein, whether or not they are requested by Permittee, Permittee shall pay for all costs associated with provision of such services. University shall not be obligated to provide any services other than those that are specified herein.

9.7 Permittee shall not post, exhibit, or hang any signs, advertisements, or posters inside or outside the Kibbie Dome or the LLC with the express written consent of University in each instance. Permittee shall remove all items posted, exhibited, or hung hereunder by the close of the Event.

9.8 Permittee understands and agrees that University assumes no responsibility whatever for any property placed in the Kibbie Dome or any other campus facility, including the LLC. University is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property that may be sustained by reason of the use of the Kibbie Dome or any campus facility by Permittee during the Event.

9.10 In the event that any portion of the Kibbie Dome is not vacated by Permittee by the last date of use under this Agreement, University then shall be, and is hereby authorized to move at the expense of Permittee any and all goods, wares, merchandise and property of any and all kinds and description that are left in the Kibbie Dome. University shall not be liable for any damages or loss to said goods, wares, merchandise or other property that may be sustained by removal or occurring at the place to which it is removed, and University is expressly released from any and all claims for damages of whatever kind or nature.

9.11 Permittee shall compensate the University for any damage to University facilities caused by conference participants and reasonably documented by the University.

**10. ADMINISTRATIVE SERVICE FEE:**

University Conference Services shall charge Permittee an administration service fee of 10% (ten percent) of total Event costs and expenses. Services covered by the fee include but are not limited to assistance in scheduling and arranging meeting and lodging facilities, food services, on-site coordination and assistance.

The service fee does not include any direct expenses all of which will be billed separately (including but not limited to Kibbie Dome expenses, concession stands, and exhibit A). See attached estimated budget (exhibit B) for more details.

**11. DEPOSIT:**

A non-refundable deposit of \$1050 (approximately three percent (3%) of direct expenses), payable to the University of Idaho, is required by **November 1, 2004**, to secure lodging, food services and meeting facilities. The deposit will be applied to the final Event balance. After the Event, a complete financial statement of exact costs will be provided. Any overage will be returned to the Permittee by check within 30 days of the last date of the Event. Any amount due will be invoiced, pursuant to paragraph 13, and will be payable upon receipt of invoice.

**12. CANCELLATION POLICY:**

In the event of cancellation, Permittee will be responsible for all direct expenses incurred to date plus a percentage of the initial deposit: 90 or more days notice subject to 25% of initial deposit, 89-60 days notice subject to 50% of initial deposit, 59-30 days notice subject to 75% of initial deposit, and within 29 days notice 100%.

**13. PAYMENT TERMS:**

A complete financial statement and invoice will be sent to Permittee within 45 days after the last day of the Event. Payment is due within thirty (30) days after date of invoice. Any amount not paid when due shall accrue a finance charge at a rate of ten percent (10%) per month of the outstanding balance. Invoice will include 2% bed tax on lodging facilities. A six percent (6%) sales tax will apply unless Permittee submits documentation reasonable and satisfactory to the University indicating that it has tax-exempt status and that the Event falls within the tax-exempt status. If, in the discretion of University, satisfactory documentation is not presented, an additional 6% (six percent) sales tax will be included on food items and lodging facilities.

**14. DELINQUENT ACCOUNTS:**

Any account that is not paid in full, including all accrued finance charges, within one year of the date of the initial invoice shall be considered delinquent. All delinquent accounts shall accrue a five percent (5%) delinquency charge. University shall have to right to recover any reasonable legal fees and/or other expenses incurred in collecting any delinquent amount on a delinquent account.

**15. UNIVERSITY NAME AND MARKS:**

Permittee shall not, without express written consent from University in each case, use any name, trade name, trademark, or other designation of University (including contraction, abbreviation or simulation) in advertising, publicity, promotional, or any other activities or context.

**16. BREACH, TERMINATION:**

It is expressly understood and agreed that without prejudice to any other rights and remedies that may be available to University, in the event of the breach by Permittee of one or more the provisions of this Agreement, or any material misrepresentations in obtaining said Agreement, University may terminate this agreement, refuse to allow Permittee to take possession, and may terminate all activities of Permittee there from. University shall in no way be responsible to Permittee in damages or otherwise for doing any or all of the things authorized by this paragraph. For purposes of this paragraph, University considers every term herein to be a material term. In the event of termination hereunder, Permittee shall owe to University all amounts incurred as of the date of

termination for direct expenses and shall forfeit its entire deposit.

**17. SEVERABILITY:**

Should any provision of this Agreement be declared invalid for any reason, such declaration shall not affect the validity of any other provision of this Agreement, which shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated. The Parties shall use their commercially reasonable efforts to agree upon a valid substitute provision in accordance with the purpose of this Agreement and the intent of the Parties.

**18. NON-WAIVER:**

The failure of University to exercise any right, power or option arising under this Agreement, or to insist upon strict compliance with the terms of this Agreement shall not constitute a waiver of this Agreement with respect to any other or subsequent breach hereof, nor a waiver by University of its rights at any time thereafter to require exact and strict compliance with all the terms herein.

**19. VENUE, GOVERNING LAW:**

Any legal proceeding instituted between the parties shall be in the courts of the County of Latah, state of Idaho, and each of the parties agrees to submit to the jurisdiction of such courts. It is further agreed that this Agreement shall be governed by the laws of the State of Idaho as an agreement to be performed within the State of Idaho.

**20. SURVIVAL OF TERMS:**

The terms and provisions of this Agreement, and all documents being executed hereunder, if any, including, without limitation, the representations and warranties shall survive the expiration or termination of this Agreement, unless otherwise stated in this Agreement.

**21. BINDING EFFECT:**

This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns. Provided however that this Agreement may not be assigned by Permute.

**22. TIME OF ESSENCE:**

All times provided for in this Agreement, or in any other document executed hereunder, for the performance of any act will be strictly construed, time being of the essence.

**23. FORCE MAJEUR:**

Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the University shall excuse the performance by the University for a period equal to any such prevention, delay or stoppage.



The University of Idaho

By: Cami McClus

Title: Director, C&ES

Date: November 11, 2004

The Christ Church

By: Chris LaMoreaux

Title: Administrative Secretary

Date: 11-3-04

University of Idaho  
Conference Services  
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