McNamara Alumni Center
200 Oak St. SE, Suite 100
Minneapolis MN 55455-2002
Phone: 612.624.9831 / Fax: 612.625.5400

University Contract

Customer

Department/Unit
First Contact Name
Address

Reservation: #####

Event Name:	----------
Status:	Contract Requested
Event Type:	----------
Phone:	--- --- ----
Email Address:	----------
Event Coordinator:	MAC Contact Name

Bookings / Details	Quantity	Price	Amount

Date

Time - Event Name (Contract Requested) Room Name

UNIVERSITY OF MINNESOTA EVENTS ONLY:

This event contract (the "Agreement") is entered into by and between Regents of the University of Minnesota* through the University Department sponsoring the event at the McNamara Alumni Center (the "McNamara"), hereinafter referred to as the "Patron," and University Gateway Corporation, the management company and private owner of the McNamara Alumni Center, hereinafter referred to as "UGC". Patron and UGC agree to the following terms and conditions:

1. RESERVATION OF SPACE: This Agreement is for the reservation of event space within the McNamara at the times indicated in the Booking/Details section of the Agreement above. Additional time and/or space may be subject to additional charges and may be arranged only by mutual agreement with UGC. The parties agree that the reservation of space described above under Bookings / Details is made and accepted subject to the terms and conditions of this Agreement. To confirm the reservation, Patron must submit a signed Agreement via DocuSign within two weeks of receipt of this Agreement. For an alternative signing method, please email our office at macevents@umn.edu. UGC may, in its sole discretion, release the space for other events if reservations are not timely confirmed.

2. FEES: The fees for room rental, set-up, equipment rentals, and UGC services (the "Standard Fees") shall be as set forth in the Booking/Details section of the Agreement above.

3. ADDITIONAL CHARGES: Non-standard furniture and A/V equipment, audio/visual/light specialists, coat check, parking, florals, storage, signage, additional or after-hours labor hours (see paragraph 4, below), and excessive cleaning (cleaning that exceeds what is reasonable for an event of this size and nature, as determined by UGC) will be subject to reasonable additional charges.

4. LABOR CHARGES: Patron agrees to begin the function(s) promptly at the scheduled time and agrees to vacate at the time indicated in this Agreement. Patron's charges are based on the schedule set forth in this Agreement. Patron agrees to reimburse UGC for personnel costs (excluding benefits) and other actual out-of-pocket expenses incurred and paid by UGC as a result of Patron's failure to comply with the schedule.

5. ADJACENT ROOMS: McNamara Alumni Center reserves the right to reserve adjacent rooms to other clients. We do our best in not booking another event that would be disruptive to others. Please speak with your sales representative if you would like to reserve these spaces to ensure they are not used by another group.

6. FOOD AND BEVERAGE (if required by Patron): All food and beverages must be supplied and prepared by UGC's approved caterers. A list of approved caterers will be provided to Patron upon request. ONLY D'Amico Hospitality may serve liquor, beer, and wine. Neither the Patron nor its guests may bring to or remove from the McNamara food, beverages or service ware. Food and beverage arrangements and prices are not covered by the Standard Fees and are based on a separate contract between Patron and the caterer.

7. TAX: Applicable sales taxes will be applied.

8. PAYMENT TERMS: UGC will send an invoice to Patron at the end of the month in which Patron's event was held. Final payments are due 30 days after receipt of the invoice. A finance charge of 1.5% per month, an annual rate of 18%, may be assessed on all undisputed past due accounts. UGC does not accept payments through EFS. All checks should be made payable to "University Gateway Corporation". To pay with a credit card, please call 612.624.9831.

9. BUILDING & GROUNDS MAINTENANCE: The rental of the McNamara event rooms does not include other areas of the facility. In order to maintain the standards of the McNamara and the University, maintenance inside and outside may be necessary during the year and at times areas may be under repair or construction by McNamara Alumni Center or the University of Minnesota. McNamara will use its best efforts to notify clients in advance if Patron's event may be affected.

10. GUARANTEES AND CHANGES: Patron's agreement to hold the function(s) described in the Booking/Details section of the Agreement above is a material consideration for which UGC enters into this Agreement. Patron's return of a signed Agreement to UGC will guarantee the reservation. The spaces reserved have capacity limits; if the number of guests changes and the room is no longer large enough or is too large, UGC will work with Patron to reserve additional or alternative McNamara spaces, if available, and to adjust the Standard Fees and/or additional charges accordingly. Patron understands that any additional or alternative accommodations are subject to availability and will be made in the sole discretion of UGC. It shall be Patron's responsibility to notify UGC (and the caterer, if applicable) of changes in the number of attendees with respect to any function. If no change notice is received, the original number expected will be used for the setup. UGC cannot guarantee any modifications to the room set up will be honored the day of the event.

11. FORCE MAJEURE: This Agreement may be terminated upon one party providing notice to the other if an Uncontrollable Event makes it impracticable or inadvisable to conduct the event(s) contemplated by this Agreement. An "Uncontrollable Event" means an event or circumstance that is beyond the reasonable control and without the fault of the party impacted. An Uncontrollable Event may include, but is not limited to, acts of God; civil disorder; terrorist acts or threats; acts of governing authorities; fires, floods, and other natural disasters; strikes or other labor difficulties; public health issues or disease; facility closings or operation disruptions due to severe weather, a failure or disruption of utilities or critical equipment, an active shooter, or other emergencies; or other events, whether similar or dissimilar to the foregoing. For clarity, an Uncontrollable Event will include the COVID-19 pandemic and related circumstances, whether or not foreseeable (including, without limitation, ongoing or new quarantine orders; employee travel or other restrictions; campus closure or policy changes; or federal, state or local governmental orders or advisories). If this Agreement is terminated due to an Uncontrollable Event, both parties waive any claim against the other for damages.

12. COMPETING EVENT AT HUNTINGTON BANK STADIUM: If, after the date of this Agreement, a competing event is scheduled at Huntington Bank Stadium on the same date as Patron's event at McNamara and is reasonably expected to have an adverse effect on Patron's event and/or UGC's ability to provide satisfactory service to Patron due to (i) unavailable parking in the surrounding ramps or (ii) compromised access to the building (a "competing event"), UGC shall promptly notify Patron of the competing event and Patron shall have the option to (i) hold Patron's event on the original reserved date, (ii) reschedule Patron's event, or (iii) cancel Patron's event and terminate this Agreement without liability or penalty.

13. CANCELLATION POLICY: Neither party shall have the right to cancel its obligations under this Agreement, except in the circumstances described in paragraphs 11 or 12 of this Agreement. Patron acknowledges that, except in circumstances described in paragraphs 11 or 12, cancellation of the event by the Patron is a breach of Patron's obligations under this Agreement, that UGC would be damaged by that cancellation, and that it would be difficult to determine UGC's actual damages as a result of such cancellation. The parties agree that the cancellation fee amounts set forth below reasonably estimate UGC's damages from a cancellation. Patron will pay as a cancellation fee to UGC a percentage of the total fees anticipated by UGC from Patron's scheduled event and as UGC's sole and exclusive remedy for cancellation, as follows:

Notice of Cancellation Received	Cancellation Fee
Between 270 and 181 days before the event	10% of total fees
Between 180 and 91 days before the event	20% of total fees
Between 90 and 61 days before the event	40% of total fees
Between 60 and 31 days before the event	60% of total fees
Between 30 and 6 days before the event	80% of total fees
Within 5 days of the event or no notice	85% of total fees

For purposes of this paragraph 13, "total fees" shall mean the Standard Fees quoted by UGC to Patron. Cancellation is effective upon receipt of written notice by UGC. Patron shall include with the notice the cancellation fee indicated above.

When an event is not cancelled but multiple rooms are reserved and one or more rooms is cancelled, UGC reserves the right to charge the Patron for that room if it cannot be rebooked to another patron.

14. THEFT AND DAMAGES: Patron agrees to be responsible for the reasonable costs incurred and paid by UGC to repair any damage to the McNamara facility, including furniture, fixtures, equipment, water feature, table accessories or other property used by Patron for its event and which result from the acts of Patron's guests, invitees, employees, or other individuals responsible to or under control of Patron during the event. UGC will assume no financial responsibility for damaged or stolen personal property brought to the McNamara by Patron, Patron's guests, or outside vendors, including without limitation any personal electronic device or equipment plugged into UGC's audio visual system.

15. INDEMNIFICATION: Subject to applicable law, including, with regard to the University, the Minnesota Tort Claims Act, each party will be solely responsible for all claims, actions, and direct damages caused by the responsible party's negligence, willful wrong-doing, or breach of this Agreement. In no event shall either party be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of this agreement.

16. PROGRAM POLICY: Any display materials, signage, decorations and live entertainment are subject to UGC's prior review and approval. UGC reserves the right to stop live music at any time if it is disrupting other events taking place and/or building tenants. UGC may withhold its approval at its discretion. Please inquire with your event coordinator about UGC's signage policies. McNamara can provide easels and sign holders on wall outside most rooms. Gaffers tape is required.

17. DECORATIONS: Helium-filled balloons, non-enclosed candles, confetti, smoke or fog machines, sparklers, and glitter are not permitted. Any items placed in the water feature must be pre-approved by UGC.

18. FLOORPLANS AND LOGISTICS: Floorplans and logistics must be finalized no later than three (3) working days prior to the event. There may be additional charges for set-up or logistical changes unless Patron notifies UGC at least three (3) working days prior to the event.

This Agreement shall be effective when executed by the parties.

Regents of the University of Minnesota*	University Gateway Corporation
_____	_____
Authorized signature	McNamara Event Management
_____	_____
Title	Date
_____	
Date	