**Perelman Quadrangle Wedding Contract**

**Contracting Authority**

The Facility User represents and warrants that it has the right, power and authority to enter into the Agreement and that the Facility User will perform the obligations covered by the Agreement in a fully professional manner.

**2. Damage to Property**

a) The Facility User shall be responsible for and shall pay for any and all damage caused by the Facility User and/or the Facility User's employees, servants, staff and guests to the University's property including, but not limited to: the room, stage, wings and corridors, lobby space, hallways, restrooms, sound and lighting equipment.

b) Payment for repair of any damages shall be made within fifteen (15) days of receipt of an invoice therefore, and shall be payable to the University of Pennsylvania in the amount determined by the University at its sole discretions.

c) No adhesive tape may be used on the premises. Adhesive putty is recommended.

**3. Alcoholic Beverages and Drugs**

a) The Facility User and/or the Facility User's employees, servants or staff shall not engage in the use or sales of any controlled dangerous substance while on the University campus in violation of law or University policy.

b) OBTAINING ALCOHOL FOR USE AT PERELMAN QUADRANGLE: The sale and service of alcoholic beverages at Perelman Quadrangle is subject to compliance with the Pennsylvania Liquor Control Board and the University’s regulations as implemented by Penn’s Office of Alcohol Initiatives.

(c) The University or the Perelman Quadrangle will not purchase alcohol on the behalf of the facility user. The facility user must obtain and deliver the alcohol to the respective location prior to their event. The alcohol and other delivered items must be removed immediately after the event..At no time shall alcohol be sold in any form during this event except by a caterer licensed to sell alcoholic beverages who has obtained a permit from the Pennsylvania Liquor Control Board to serve alcoholic beverages at this event (“Licensed Caterer”).

d) HOW TO OBTAIN APPROVAL FOR ALCOHOL: It is the facility user's responsibility to contact Penn’s Alcohol Initiatives Director at (215)573-3525 in order to obtain approval for the serving and handling of alcohol in the Perelman Quadrangle. This can also be accomplished by submitting the form on our WEB site perelmanquad.com

e) Alcohol may only be served by a trained bartender, who is obliged to request I.D. from any persons who he/she does not believe to be 21 years of age.

f) SERVING OF FOOD: Non-alcoholic beverages, as well as food, must be available in sufficient quantity while alcoholic beverages are being served.

g) BARTENDER: Facility user must use trained bartenders provided by Perelman Quad Catering/Bon Appetit Catering at PENN at the user’s expense, or if the event is catered by a Licensed Caterer, by that Caterer’s trained bartenders.

h) All alcoholic beverages must be contained to the room where the beverages are being served.

i) GUARD COVERAGE AT EVENTS WITH ALCOHOL: The facility user responsible for the event will be required to pay for one or multiple security staff when alcohol is being served. The number of entrances being used as well as the number of people attending determine the number of security officers required. The Perelman Quadrangle in its sole discretion will determine the number of security officers required for the event.

**4. Payment of Fees**

The Facility User agrees to make full payment of the University fees in accordance with the following payment schedule:

A DEPOSIT of $1,500 will be required with the signing of this agreement in order to hold the space for any amount of time.

INCLUDED in rental would be general cleaning charges – unless the client requires a dedicated housekeeper for their event. Also included is a guard for the event should alcohol be present as well as chairs and tables for the wedding reception.

ALSO INCLUDED is a guard required for any affair serving alcohol. Also included is furniture and equipment.

50% of all arrangements indicated by the formal estimate to follow, which becomes part of this agreement (Appendix A), must be made six months prior to scheduled event. The balance is due two weeks prior to the event.

DEPOSIT is refundable on the following scale:

If canceled eight weeks or more prior to the event start date - 100% refund

If canceled four to eight weeks prior to the event start date - 50% refund

Four weeks or less prior to the event start date there will be no refund.

In addition AV and Catering cancelations have additional guidelines which may be up to 72 hours prior to the event start time/date.

50% PREMIUM on the room rate will be charged when an event is held on any date in which the complex would otherwise be closed.

Payment may be made by check or credit card. If paying by check, the draft should be made payable to The Trustees of The University of Pennsylvania

**5. General Provisions**

a) This written Agreement and any rider(s) executed by the Facility User and the University represent the entire agreement between the University and the Facility User and supersede any prior understandings or agreements.

b) In the event of a conflict between this Facilities Use Agreement and any attachment(s) or rider(s) offered by the Facility User, the terms of this Standard Facilities Use Agreement shall prevail.

c) The covenants, conditions, terms and provisions of the Agreement shall be binding upon the parties hereto and each of their respective personal representatives, successors, and permitted assigns. The rights and duties arising under this Agreement shall not be assigned or delegated by either party without the other party's prior written consent.

d) This Agreement may not be modified, except in a writing signed by both parties.

e) In the event that any one or more provisions of the Agreement are declared null and void, or otherwise unenforceable, the remainder of the Agreement shall survive.

 f) No failure by the University to insist upon the strict performance of any term, covenant, agreement or provision of the Agreement or to exercise any right or remedy consequent upon a breach there of, shall constitute a waiver of any such breach or of any such term, covenant, agreement or provision. No waiver of any breach shall affect this Agreement, but each and every term, covenant, agreement and provision of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

g) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

h) Nothing contained herein shall be construed as to constitute the parties hereto as a partnership or joint venture.

 i) If Event is TICKETED the tickets must be purchased from the Perelman Quadrangle.

 j) If children are present at this event the parents/guardian are expected to keep them under control and in the designated event area. Should there be in excess of 25 children the person leasing space may be required to hire additional security officers. The University may require a minimum number of security officers to be determined in conjunction with the Perelman Quadrangle event coordinator.

k) If students are present at this event Facility User may solicit only their names and/or contact information (hereinafter "Student Information") and only under the following conditions:

Facility User will disclose to the students, prior to their provision of Student Information to the Facility User, how Facility User intends to use the Student Information;

Facility User expressly acknowledges and agrees that it has no property right or interest whatsoever in any Student Information;

Facility User agrees that it will treat Student Information as confidential and will maintain adequate administrative, technical and physical safeguards against unauthorized access, use or disclosure of Student Information;

Facility User agrees that it will not use, provide, trade, give away, barter, lend, sell, or otherwise disclose Student Information, and shall not make any copies of such information, of any type whatsoever, in readable or encrypted form, or in individually identifiable or aggregate form, except as necessary to carry out the use(s) disclosed to student(s) in keeping with this paragraph; and

Facility User agrees that it will securely destroy the Student Information after use as soon as practicable.

 l) Facility User will not do or commit, or suffer or permit to be done or committed, any act or thing which shall cause the insurance policies on the Building (or any such policy) to become void or suspended, or which shall cause the Building to be considered a more hazardous risk.

m) Facility User agrees that, at its own cost and expense, it will procure and continue in force the following insurance coverage during the Term of this usage agreement: Commercial general liability insurance on an occurrence basis covering any and all claims for property damage and personal or bodily injuries to persons occurring in, upon, or about the Premises, including any period during which Facility User is engaged in preparing the Premises for the event or during post-event activities, and including all damage to or from signs, glass, fixtures, or other appurtenances now or hereafter erected by or placed, on or about the Premises during the Term of this usage agreement, with minimum limits of $2,000,000 for personal and bodily injury to or death of any one person, $2,000,000 for personal and bodily injury to or death of more than one person in a single occurrence, and $100,000 for property damage.

n) The Trustees of the University of Pennsylvania shall be named as an additional insured under these policies and a Certificate of Insurance, together with the Additional Insured Endorsement shall be delivered to Perelman Quad’s Administrative Offices, 307 Huntsman Hall, Philadelphia, PA 19104 with this executed Agreement.

o) Facility User further agrees to indemnify, defend and hold harmless The Trustees of the University of Pennsylvania from and against all loss, damage or injury arising in whole or in part from the negligence of Facility User, it's contractors or agents including without limitation any claims arising while Facility User is engaged in making any repairs or alterations to the Premises and including damage to or from signs, glass, fixtures or other appurtenances erected on or about the Premises during the Term of this Usage Agreement.

p) The Trustees of the University of Pennsylvania shall be named as an additional insured under these policies and a Certificate of Insurance, together with the Additional Insured Endorsement shall be delivered to Perelman Quad’s Administrative Offices, 307 Houston Hall, Philadelphia, PA 19104 with this executed Agreement.

q) To the extent not inconsistent with the terms set forth herein, the attached Indemnification and Insurance Rider is incorporated by reference as a part of this Agreement.