

Checklist for University departments/units when booking a GROUP for a hotel or conference

Notes: Please allow adequate time to plan event and ensure proper University approvals are given.

- Booking space in the University of Utah Guest House and Conference Center (the “Guest House”).

Document date of event and business purpose. Include authorized signature. The PCard Meetings and Conference Agreement form is not required for campus venues. Retain documentation with department purchase file.

- The Guest House gives a discount on lodging, meeting space, and AV equipment to all campus entities.
- \$5,000 purchasing limit does not apply as long as an approved payment method is used.
- The Guest House and Conference & Event Management can accept Pcards, campus orders, or journal entries for payment.
- All campus services can be used including the campus catering provider, Chartwells. No food or beverage minimums.
- Lodging does not need a travel form.
- Professional meeting services and Conference & Event Management available.

[If this box is checked, no need to complete the remainder of this checklist.]

Booking group hotel or conference space off campus

- Carefully review all documents from the hotel or conference center (“venue”) for business and financial risk and bring these to the attention of the dean or department chair or director of the unit before booking. These risks may include, but are not limited to:
 - a. High total cost
 - b. Booking rooms for third parties
 - c. Booking rooms if exact attendance is unknown or uncertain
 - d. Possibility of no-shows (attrition)
 - e. Inability to release rooms from room blocks
 - f. Cancellation charges, or charges for rooms that are booked but not occupied
 - g. Food and beverage purchase commitment

Please note that business provisions can be negotiated with the venue. For example, consider negotiating a room release clause with a reasonable room release date.

- Submit the attached governmental entity addendum prepared by the University’s Office of General Counsel to the venue. It is recommended that you include in your email to the venue the explanation below. If this governmental entity addendum is not signed by the venue, there will likely be heightened legal risk associated with signing the agreement with the venue, so provide all relevant information to the dean or

department chair or director of the unit and obtain his/her approval before proceeding. Any questions about legal issues should be directed to the University's Office of General Counsel.

Explanation regarding governmental entity addendum:

By way of background, the University of Utah is a governmental entity of the State of Utah and a public institution of higher education, and is subject to a number of laws and policies specifically applicable to these types of entities, including Utah's government records act, Utah's governmental immunity act, and Utah's procurement code. Also, as a state entity, the University is insured through the State of Utah's Risk Management Office. The attached governmental entity addendum addresses these and other related issues.

- If total cost (cost of space, service, deposit, ancillary items) is \$5,000 or less, use PCard (based on PCard limit) to secure the venue if you have an approved PCard Meetings and Conference Agreement form. Document date of event and business purpose. Include authorized signature. Retain documentation with department purchase file.
- If total cost (cost of space, service, deposit, ancillary items) exceeds \$5,000, submit a requisition to Purchasing with the following information:
 - a. Copy of agreement documents from the venue. Please submit these to Purchasing BEFORE they are signed by the University, so they can be reviewed by Purchasing before being signed by the University. Include the governmental entity addendum signed by the venue. If the venue has not signed the addendum or has made changes, provide emails or explanation evidencing efforts made to obtain the addendum and the venue's responses.
 - b. Date(s) of hotel stay or conference.
 - c. Business purpose.
 - d. Request a W-9 if the venue is not already in the CIS Vendor file. This will help expedite the transaction.

Note: Purchasing will return the venue agreement documents for department signature. The department may then send the executed documents to the venue.

- Follow **University Policy 3-004** (Processing and Signing Official Documents), when entering into agreements with the hotel or conference center.

Governmental Entity Addendum

This Governmental Entity Addendum (the "Addendum") is entered into as of the last signature date below (the "Addendum Effective Date"), by and between the University of Utah, a body politic and corporate of the State of Utah, on behalf of its

_____ ("University"), and

_____ ("Hotel/Conference Center/Venue"), each a "Party" and collectively, the "Parties".

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. PRELIMINARY. This Addendum amends and is an integral part of that certain agreement and all exhibits and schedules between the Parties attached hereto and incorporated herein by reference, including all documents incorporated therein by reference (collectively, the "Main Agreement"). In the event of any conflict, inconsistency or discrepancy between the Main Agreement and this Addendum, this Addendum shall govern. The term "_____" as used in the Main Agreement shall mean University, as defined above. The Main Agreement, as amended by this Addendum, is hereinafter referred to as the "Agreement".

2. UNIVERSITY A GOVERNMENTAL ENTITY. Hotel/Conference Center/Venue acknowledges that University is a governmental entity subject to the Utah open records law known as the Utah Government Records Access and Management Act, Utah Code Ann., Section 63G-2-101 *et seq.*, as amended ("GRAMA"), and that certain records within University's possession or control, including without limitation, the Agreement, may be subject to public disclosure. University hereby informs Hotel/Conference Center/Venue that any person or entity that provides University with records that such person or entity believes should be protected from disclosure for business reasons must, pursuant to Section 63G-2-309 of GRAMA, provide to University, *with the record*, a written claim of business confidentiality *and* a concise statement of reasons supporting such claim. Notwithstanding any provision to the contrary in the Agreement, University may disclose any information or record to the extent required by GRAMA or otherwise required by law, and to University's attorneys, accountants, consultants on a need-to-know basis. Hotel/Conference Center/Venue further acknowledges that University is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101 *et seq.*, as amended (the "Act"). Nothing in the Agreement shall be construed as a waiver by University of any protections, rights, or defenses applicable to University under the Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of University to incur by contract any liability for the operations, acts, or omissions of the other Party or any third party and nothing in the Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in the Agreement, the liability of University and any obligations of University to indemnify, hold or save harmless, and/or defend contained in the Main Agreement are subject to the Act, are limited to the amounts established in Section 63G-7-604 of the Act, and are further limited to claims that arise directly and solely from the negligent acts or omissions of University. University carries insurance through the State Risk Manager of the State of Utah up to the limits required by the State Risk Manager of the State of Utah and applicable law. Nothing in the Main Agreement shall require University to carry different or additional insurance and any obligations of University contained in the Main Agreement to name a party as additional insured shall be limited to naming such party as additional insured with respect to University's negligent acts or omissions. Any liquidated damages, cancellation fees or other damages that may be owed by University pursuant to the Main Agreement will be reduced by the amount the Hotel/Conference

Center/Venue actually receives from re-selling some or all of the space or services after using commercially reasonable efforts to do so (which reduced amounts are hereinafter referred to as the “Cancellation Fees”). For one year following the date any Cancellation Fees are paid by University pursuant to the Agreement, a credit in the amount of such Cancellation Fees shall be given by Hotel/Conference Center/Venue to University, and Hotel/Conference Center/Venue agrees that any department or unit of University may use all or a portion of such credit against events booked by University, or by any department or unit of University, within such one year period. For purposes of this Addendum, the date of booking shall be the date a contract is entered into with Hotel/Conference Center/Venue for space or services. Evidence of the University’s tax exempt status is available at: <http://fbs.admin.utah.edu/tax-services/>. Hotel/Conference Center/Venue hereby acknowledges receipt of the tax exemption certificates relating to University. Notwithstanding any other provision to the contrary in the Agreement, no late fee, finance charge or interest shall be charged or accrue to University on any amount for so long as there exists a good faith dispute between Hotel/Conference Center/Venue and University as to such amount. Any arbitration provisions in the Main Agreement are hereby deleted. The word “reasonable” is inserted before the phrase “attorney’s fees” wherever it appears in the Main Agreement. The Agreement will be governed by the laws of the State of Utah, without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under the Agreement shall be exclusively in the State of Utah.

3. MISCELLANEOUS. The Main Agreement, as amended by this Addendum, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written and all other communications relating to the subject matter hereof. The provisions of this Addendum will survive the expiration or earlier termination of the Agreement. This Addendum shall not be deemed to amend or modify the Agreement in any manner except as specifically provided herein. The Agreement may be executed in two or more counterparts through the exchange of electronic (e.g., pdf) or facsimile signatures, each of which will be an original and, together, will constitute one and the same agreement. A signed copy of the Agreement delivered by email, facsimile, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. The Main Agreement, as amended by this Addendum, shall remain in full force and effect, and is enforceable in accordance with its terms.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives effective as of the Addendum Effective Date.

UNIVERSITY

HOTEL/CONFERENCE CENTER/VENUE

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Please Print)

Name: _____
(Please Print)

Title: _____

Title: _____

Signature Date: _____

Signature Date: _____