



# WPI

## Conference Contract

This Contract is made between Worcester Polytechnic Institute (“WPI”) and \_\_\_\_\_ (“Client”). In consideration of Client’s agreement to the terms and conditions set forth herein, WPI agrees to provide the following services to Client for Client’s \_\_\_\_\_ (“Conference”).

Client Contact Person:

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Telephone:

\_\_\_\_\_  
Alternate (Cell) Phone:

\_\_\_\_\_  
E-Mail Address:

\_\_\_\_\_  
Arrival Date & Time:

\_\_\_\_\_  
Departure Date & Time:

\_\_\_\_\_  
Estimated Overall Attendance:

\_\_\_\_\_

**Residence: Estimated Residence Attendance:**

**Residence Hall:** WPI will assign space on or about May 1. At that time, the residence hall assignment, a campus map and other pertinent information will be sent to the Client Contact Person. No conferences will be held after August 1.

**Linen Plan:**

**Rate:**

Single \_\_\_\_\_

Double \_\_\_\_\_

**Guarantee:** Client must furnish to the conference coordinator a guaranteed minimum residence count and an alphabetical list of attendees at least two weeks before the arrival date. Client will be charged for the guaranteed count or the actual attendance, whichever is greater.

**Lost Key Charge:** A lost key necessitates the changing of the core lock on the residence hall doors. Thus a fee of \$25.00 of each key/\$20.00 for each ID not turned in at the time of departure will be added to Client's bill.

**Food Service: Estimated Meal Plan Participants:**

**Meal Plan:**

**Rate:**

Service times:

Breakfast \_\_\_\_\_

Lunch \_\_\_\_\_

Dinner \_\_\_\_\_

First Meal:

\_\_\_\_\_

Last Meal:

**Guarantee:** Client must furnish to the conference coordinator a guaranteed meal plan participant count at least five (5) business days before the first scheduled meal. Client will be charged for the guaranteed count or the actual number of participants, whichever is greater.

**Check if ALL MEALS are to be CATERED:**

**Please Note:** Client must adhere to the policies outlined on the WPI Chartwells In Any Event! web-site as they are the exclusive caterer on campus:

[https://wpi.catertrax.com/upload/Chartwells\\_Catering\\_policies.pdf](https://wpi.catertrax.com/upload/Chartwells_Catering_policies.pdf)

**Facilities:**

Client will be permitted access to the following other facilities in connection with the Conference:

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**Proper Use:**

Client is responsible for ensuring that each Participant undertakes good care and proper use of WPI's Residence Halls, facilities and equipment. Any damage to buildings or contents thereof as a result of the Conference or its participants' use will result in charges. Client agrees to pay for any damage caused by its participants. As between WPI and Client, Client remains solely responsible for the actions and wellbeing of its participants.

**Staff:**

Client is expected to provide staff chaperons and supervisors of all participants at all times and locations on campus. In the event of any problems or damages, Client will be billed for all costs involved, including charges for additional security or custodial personnel if these are necessary.

**Deposit:**

A non-refundable deposit of \$200.00 must be paid to WPI at the same time that one signed copy this contract is returned to the Conference office.

**Payment:**

At the conclusion of the Conference, a final invoice is prepared reflecting actual services provided and resources used, minus the \$200.00. Unplanned or unanticipated costs and expenses, including any damages, will also be billed to Client at the conclusion of the Conference. Full payment is due within 30 days of the final invoice date, after which a late fee is charged at an annual rate of 15% and Client is responsible for all collection fees.

**Insurance:** WPI requires liability insurance for all non-WPI events, including the Conference.

General Liability and Umbrella Liability coverage is required for everyone renting space at WPI, covering the actual dates and times of the Conference, in the minimum limits of liability of:

1. Commercial General Liability – \$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Op Aggregate  
\$2,000,000 Personal & Advertising Injury  
\$2,000,000 Each Occurrence  
\$50,000 Fire Damage  
\$5,000 Medical Expenses
2. Umbrella Liability – \$5,000,000 Each Occurrence/Aggregate

If Client brings vehicles, employees and/or vendors on campus, the following coverage is also required in the minimum liability limits of:

3. Automobile Liability – \$1,000,000 Bodily Injury/Property Damage, Combined Single Limit (including owned, hired and non-owned and leased vehicles)
4. Workers Compensation – Statutory
5. Employers Liability – \$500,000 / \$500,000 / \$500,000

**If Client's Conference includes participants, volunteers and/or staff under the age of 18:**

6. Sexual Abuse/Molestation in the minimum amounts of \$5,000,000

Client must provide proof of insurance through the issuance of a certificate of insurance showing the above coverage and limits specified (hereinafter "Certificate of Insurance"). If Client carries higher limits than those specified above, such limits must be shown on the Certificate of Insurance. WPI has the right to demand a certified copy of any insurance policy. Certificates must be filed with WPI before the Conference is permitted on campus.

Client is required to add WPI to its Commercial General Liability, Umbrella Liability and Automobile Liability insurance policies with the following wording: "WPI, including its current and former trustees, officers, directors, employees, volunteer workers, agents, assigns and students, is added to this policy as additional insured."

These insurance requirements shall not be construed as limiting in any way the extent to which Client may be held responsible for breach of this Contract or the payment of damages to any persons resulting from the operations or the activities of the Client or the Program. WPI is not responsible for damage or loss of any personal property brought to the campus. Each participant is responsible for personal property insurance.

**Indemnity:** To the fullest extent permitted by Law, Client will indemnify and hold harmless WPI, including its current and former trustees, officers, directors, employees, volunteer workers, agents, assigns and students from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of, or from the performance of the operations or services of Client or the Conference, or any act, omission, claim or loss of any of its participants or any other party they are responsible for, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist in the absence of this agreement.

**Publicity:** All publicity or public relations copy about WPI must be reviewed and approved in writing by the director of Public Relations of WPI.

**Automobiles:** Guests may park in any designated parking area on campus when classes are not in session. It is expected that all drivers will observe all stop signs and other campus traffic regulations.

**Choice of Law:** The laws of the Commonwealth of Massachusetts shall govern the validity, construction and effect of this Contract. All lawsuits arising out of this Contract, wherever derived, shall be resolved in Worcester County in the Commonwealth of Massachusetts.

**Force Majeure:** In the event that WPI is unable to perform its obligations under this Contract as a result of a Force Majeure, WPI shall not be liable to Client for direct or consequential damages resulting from lack of performance. "Force Majeure" shall mean fire, earthquake, flood, act of God, strikes, work stoppages, or other labor disturbances, riots or civil commotions, litigation, war or other act of any foreign nation, power of government, or governmental agency or authority, or any other cause like or unlike any cause above mentioned which is beyond the control of WPI.

The Agent for Client signing below hereby represents and warrants that he/she is duly authorized to execute this Contract on behalf of Client and that this Contract is binding upon Client in accordance with its terms.

\_\_\_\_\_  
Events Manager

\_\_\_\_\_  
Agent for Client

Worcester Polytechnic Institute  
Worcester, Massachusetts 01609

Date: \_\_\_\_\_

Date: \_\_\_\_\_