

Client Contact: Gratton, Thomas	Event Reference: 2015-AAPGRU
Title: Swim Team Head Coach / Meet Director	Event Coordinator: Suber-robinson, Mckenzie
450 Erial Road	Title: Assistant Director University Scheduling
Blackwood NJ 08012	Chamberlain Student Center Room 204
Phone: 856-905-2978	Rowan University
Email: tgratton@bhprsd.org	201 Mullica Hill Road
Organization: HIGHLAND BOARD OF EDUCATION	Glassboro NJ 08028
	Phone: 856-256-5485
	Fax: 856-256-5605
	Email: suber-robinson@rowan.edu

The Service Agreement

This Service Agreement, hereafter called "Agreement" is effective this **15th** day of **December 2015**, by and between **Rowan University**, hereinafter referred to as "The University", a public institution of higher education in the state of New Jersey, having it's main address at 201 Mullica Hill Road, Glassboro, New Jersey, and **HIGHLAND BOARD OF EDUCATION**, hereinafter referred to as "Client", having an address at **450 Erial Road, Blackwood, NJ**, each being a "Party" to this Agreement.

WHEREAS, The University grants permission to the Client to conduct Girlz Rule Swimming and Diving Invitational, hereinafter referred to as the "Event", on the campus property, etc. of the University. This Event is to be conducted under the direct supervision of persons who are members of the staff of the Client. It is understood that all supervision and work with the participants shall be the sole responsibility of the Client and staff; and

WHEREAS, Client represents and warrants that it has the right, power, and authority to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants and obligations, and agreements made and contained herein, and intending to be legally bound hereby, the Parties hereto agree as follows:

- 1. Event Dates and Times.** The Client will conduct the Event on the dates and times and in the locations outlined in the "Event Occurrences" section of this Agreement.
- 2. Facilities, Services, and Personnel to be Provided.** The University will provide facilities and services as outlined in the "Event Occurrences" section of this Agreement.
- 3. Payments and Fees.** In consideration of the provision of the aforesaid facilities, services and personnel, the Client shall pay The University an estimated total fee of **\$1,612.00**. Payment shall be sent to Conference and Event Services, Student Center Room 205, Rowan University, 201 Mullica Hill Road, Glassboro, New Jersey 08028-1701. Payment must be received within (15) fifteen days of The University invoicing. Failure to pay the invoice amount in full will result in a 1.5% finance charge starting the sixteenth day after invoicing. This charge will continue to be added on to the original invoice amount on a monthly basis, until the invoice is PAID IN FULL. No exceptions will be made. The Client agrees that to the extent that The University incurs collection expenses, including collection agency fees, legal expenses, court fees, etc. for enforcing its right to payments that are due, the Client shall reimburse The University for such expenses in addition to the overdue balance.
- 4. Deposits.** A deposit of **\$483.60** shall be paid by the Client to The University with the signing of this Agreement. In the event that the Client cancels this Agreement for any reason whatsoever, this deposit shall be retained by The University and shall not be returned to the Client.
- 5. Guarantee.** The Client must provide The University with guaranteed minimum numbers for participant attendance, catering, and lodging (if applicable) no less than fourteen (14) days prior to the first date of the Event. Client will be responsible for payment of charges based upon the greater of the guaranteed minimum or the actual counts. Furthermore, The University does not guarantee availability of facilities, food, or lodging in excess of that required for 105% of the guaranteed minimum numbers provided by the Client.
- 6. Event Coordination.** The Client must appoint a single representative to instruct The University on the details of the Event. Only that individual may request changes to any of the arrangements outlined in this Agreement. All arrangements should be finalized no less than fourteen (14) days prior to the first date of the Event. Any additions, changes or deletions to set up arrangements received less than 14 days prior to the event are subject to approval by the Director of Conference Services & University Scheduling and may be subject to additional charges.
- 7. Photography and Videography Release.** By executing this Agreement, the Client consents to have Rowan University staff periodically take photos of videos of program participants and campus visitors and to use these images in publications, marketing materials, websites, and social media posts.

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8. Compliance with Laws. Client shall observe and comply will all State of New Jersey, local, and federal laws, and the rules of any governing body having jurisdiction over the premises and/or its use, including but not limited to Rowan University, this shall include, but not be limited to, without regard to conflict of law principles, the New Jersey Tort Claims Act, NJSA 59: 1-1 et seq. and the New Jersey Contractual Liability Act, NJSA 59: 13-1 et seq.

- Rowan University in its programs and services adheres to the State's non-discrimination policy for Affirmative Action and Equal Employment Opportunity. In accordance with that policy, discrimination based upon race, creed, color, national origin, ancestry, age, sex, marital status, familial status, affectional or sexual orientation, atypical heredity cellular or blood trait, genetic information, liability for service in the Armed Forces of the United States, or disability will not be tolerated.
 - Sexual harassment, which is a form of unlawful gender discrimination, likewise will not be tolerated. While in performance of this contract, the Performer certifies that they do not discriminate on these bases either.
- **Misbehavior of Participants.** It is further understood that the Client will withdraw, remove, or expel any person associated with or participating in the event upon the request of The University for good cause. Moreover, the Client agrees to cease and desist any activity, function, program, etc. upon the request of The University for good cause. The term "good cause" as used herein shall include but should not be limited to violations of any rule, regulation, or condition of The University and the State of New Jersey.
- **Inspection Rights of The University.** The University reserves the right to inspect all facilities, buildings, etc. on campus utilized by the Client including dormitories or residence halls, and to regulate use of them. Further, The University may enter any building or room at any time to make required repairs.
- **Substitution Rights of the University.** The University reserves the right to substitute equivalent facilities for those reserved by the Client. If this is to occur, The University shall provide the Client with appropriate notice; such notice should be provided in writing.
- **Room Assignments.** Room assignments shall be made by Conference and Event Services. The Client shall forward roommate pairing information to Conference and Event Services no less than one week prior to the camp.
- **Damages.** The Client shall be responsible for all damages and losses beyond normal wear to the buildings, facilities, equipment, furniture, etc. owned by or a part of The University's campus, property, grounds, etc. and will be assessed accordingly. The assessment of the cost of repairs or replacements for any such damage or loss shall be determined by The University but only after a representative of the Client shall be permitted to inspect the damages and losses in question.
- **Waiver of Liability.** The University shall accept no responsibility for theft or other loss of money, valuables, personal effects of participants in or members of the staff of the Client.
- **Cancellation.** In case of natural disaster, power failure, inclement weather, etc. and the Event must be cancelled, The University will do everything in its power to work with the Client to reschedule the Event for a different date(s) and time(s).
- **Audits.** Rowan University reserves the right to perform an audit of all books and records of the Client as they may relate to the performance of this Agreement at any time. Client shall maintain accurate records at all times. Upon three days notice Client shall provide Rowan University reasonable access to Client's records to verify conformance to the terms of this Agreement. Rowan University shall be permitted to conduct these audits with any or all its own internal resources or by securing the services of a third party accounting/auditing firm, solely at Rowan's election. Rowan University shall have the right to copy, at its own expense, any record related to the services performed pursuant to this Agreement. This clause shall survive the life of this contract plus three years.

Rowan University, as an arm of the State of New Jersey, is obligated to respect First Amendment rights of freedom of speech and expression; but The University and the Campus Sponsors ask that Client's program reflect awareness of, and sensitivity to, the diversity and philosophy of The University. More specifically, the Client is asked to refrain from expressing, by language or content, attitudes and ideas that would be hurtful or embarrassing to a reasonable individual with any of the protected traits listed above.

9. Liability Insurance. It is the Client's responsibility to see that the following insurance policies are in place and coverage is maintained through conclusion of the event. No insurance policy can be cancelled without sixty (60) days prior written notice to the University. All insurance coverage will be written on an occurrence basis and will be issued by an insurance company authorized to do business in the State of New Jersey and which maintains an A.M. Best rating of A (XI) or better. Client will provide the University with the certificates of insurance and the University will, at its option, cancel all Events not meeting the insurance requirements one month prior to the Event.

a. Comprehensive General Liability Insurance to include coverage for claims of bodily injury and property damage, personal and advertising injury, products and completed operations, independent contractor liability, molestation and physical abuse, and contractual liability. Minimum limits of coverage shall be \$1,000,000 per occurrence with a \$3,000,000 annual aggregate. A per location endorsement will be included, so that the annual aggregate limit applies separately to the event and location that is the subject of this agreement.

b. Comprehensive Automobile Liability Insurance covering all owned, non-owned, leased, hired and rented vehicles and equipment, with bodily injury and property damage coverage limits of not less than \$1,000,000 per occurrence.

c. Worker's Compensation Insurance in statutory amounts applicable to the laws of the State of New Jersey and any other State or Federal jurisdiction required to protect Client and its employees. This insurance shall include Employers Liability Protection with minimum limits of \$1,000,000 bodily injury, each occurrence; \$1,000,000 disease, each employee; and \$1,000,000 disease, aggregate policy limit.

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d. **All-Risk Property Insurance** providing replacement cost coverage in amount's sufficient to cover loss to all of Client's property and equipment owned, leased, or otherwise in the care custody and control of Client at this location for this event.

e. **Event Cancellation Insurance** with coverage limits sufficient to cover Client for all potential costs to be incurred as a result of cancellation of the Event.

The General Liability and Automobile Liability insurance policies must be endorsed to name Rowan University, The State of New Jersey, and the New Jersey Educational Facilities Authority as additional insured's for this event. The Certificate/s of Insurance must evidence the additional insured language.

Neither The University's acceptance of the certificates of insurance required by this Agreement nor the performance by the Client of any of its other obligations under the Agreement, shall constitute an admission, concession or agreement by the State of New Jersey, The University, or any of its officers, employees or agents, that the Client has, in fact, met any or all of its obligations under the insurance provisions of this Agreement.

10. **Advertising Restrictions.** The Client agrees not to advertise, recruit, or purchase promotional material before this contract is signed and all insurance requirements are met. It is the sole responsibility of the Client, the contracting organization, if this condition is not met.

11. **Indemnification.** Client agrees to indemnify, save and hold harmless Rowan University and its directors, officers, employees, representatives or agents against any and all demands, claims, suits, losses, costs or damages arising out of claims of any nature, type or description in any way arising out of or in any way connected with this Agreement.

12. **Termination.** Client's performance and fulfillment of its obligations under this Agreement shall be evaluated by Rowan University. If The University in its sole discretion determines that Client has not met its obligations hereunder, The University reserves the right to terminate this Agreement or withhold services. In the event that The University exercises its right to terminate this Agreement, The University shall be without further liability to the Client under this Agreement. Client understands and agrees that it is not entitled to any damages whatsoever in the event of termination of this Agreement for cause.

13. The Service Agreement.

A. This agreement represents the entire agreement between the parties. Any of the matters of the agreement herein may be altered by mutual agreement of the parties in writing without in any way affecting the remainder.

B. The rights and duties arising under this agreement shall not be assigned or delegated by either party without the other party's written consent.

C. In the event that any one or more provisions of this agreement is declared null and void, or otherwise unenforceable, the remainder of the contract shall survive.

D. Nothing contained herein shall be construed to indicate that the parties to this agreement are in a partnership or a joint venture.

E. This Service Agreement, and all other documents referred to herein and/or attached hereto, constitute the entire Agreement of the Parties on the subject matter hereof and supersede any and all prior representations, understandings, and agreements between the Parties with respect to such subject matter. The documents referred to herein and attached hereto shall be read together with this agreement to determine the Parties intent. If there is a conflict between and among such documents, this Agreement shall be the final expression of the Parties' intent. Any Amendment to this agreement must be in writing and signed by both parties or it is void.

Event Occurrences

Sun, Jan 17 2016

8:00 A.M. - 12:00 P.M.

Head Count: Exp: 170, Reg: 170

Reserved: 7:00 A.M. - 1:00 P.M., Doors Open: 7:00 A.M., Doors Close: 1:00 P.M.

Location	Instructions
Rec Center Pool / Natatorium	Layout: Pool - Open

Resource - (Quantity)	Instructions
Athletics - Swimming Timing System - (1)	
Coordination Services - (1)	
Rec. Center - Building Manager - (1)	
Rec. Center - Lifeguard - (1)	
Rec. Center - Timing System Operator #1 - (1)	
Rec. Center - Timing System Operator #2 - (1)	

Estimated Cost

Reservation

	Price	Adjustment Reason	Total
Room Charges			
Rec Center Pool / Natatorium	\$750.00		\$750.00
Resource Charges			
Athletics - Swimming Timing System (1)	\$300.00		\$300.00
Coordination Services (1)	\$160.00		\$160.00
Rec. Center - Building Manager (1)	\$90.00	\$15/hour x 6 hours	\$90.00
Rec. Center - Lifeguard (1)	\$72.00	\$12/hour x 6 hours	\$72.00
Rec. Center - Timing System Operator #1 (1)	\$90.00	\$60.00 \$25/hour x 6 hours x 1 Prof. Staff	\$150.00
Rec. Center - Timing System Operator #2 (1)	\$90.00	\$15/hour x 6 hours	\$90.00
Subtotal For: Reservation			\$1,612.00
Event Total			\$1,612.00



Event Services Agreement Iz Rule Swimming and Diving Invitatio

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date abovementioned:

HIGHLAND BOARD OF EDUCATION:

Signature

Date

Printed Name

Title

Rowan University:

Joseph F. Scully, Jr.
Vice President for Finance and Chief Financial Officer

Date

Event Coordinator: Suber-robinson, Mckenzie
Title: Assistant Director University
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The Office of Conference & Event Services

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