

PRIVATE EVENT AGREEMENT FOR THE UNIVERSITY OF TENNESSEE

FUNCTION: _____ DATE OF FUNCTION: _____
ROOM: _____ TIME IN: _____ TIME OUT: _____ ESTIMATED COST: _____
ROOM FEE: _____ ESTIMATED ATTENDEES: _____
FOOD AND BEVERAGE MINIMUM: _____
MEMBER/CLIENT: The University of Tennessee, on behalf of its [insert name of University department] WORK: _____
EMAIL: _____
CLIENT REP (if applicable): _____ WORK: _____ EMAIL: _____

This Private Event Agreement (this "Agreement") is between Club LeConte ("Club"), located at 2700 Plaza Tower and The University of Tennessee, an instrumentality of the State of Tennessee, on behalf of its [insert name of University department]("Member/Client").

Member/Client has requested that Club reserve a portion of Club's facilities for an event, party, banquet, or function (the "Function"). Member/Client has selected the arrangement summarized above, which will be more specifically described on Exhibit "A" to be attached hereto (the "Function Sheet"). Member/Client understands and agrees that the following are express terms and conditions applicable to the Function:

11. **Payment Schedule.** Client will pay by direct bill and Client will make payment within 30 days after services are rendered upon receipt of a correct invoice.

2. **Cancellation Policy.** In the event Member/Client cancels the Function for any reason, Club will be entitled to a cancellation fee as liquidated damages (plus service charges) at the time of cancellation as follows:

More than 121 days prior to the Function	-	40% of the Estimated Cost
120 days to 90 days prior to the Function	-	50% of the Estimated Cost
89 days to 45 days prior to the Function	-	75% of the Estimated Cost
Less than 45 days prior to the Function	-	90% of the Estimated Cost

Given the Club's capacity to prepare and serve food and beverages, the parties acknowledge that it is highly unlikely that the Club would be able to mitigate any losses caused by cancellation of the Function. The parties agree that prospectively calculating the damages that Club would suffer as a result of the cancellation of the Function would be exceptionally difficult or impossible. For this reason, the parties have agreed that the calculations set forth above are a reasonable forecast of just compensation in the event of the cancellation of the Function. The amounts due for cancellation set forth herein are intended as liquidated damages and not as a penalty.

3. **Guest Guarantee.** No later than seven (7) days prior to the Function, Member/Client will confirm the number of guests attending the Function. In the event Club is not notified of the guest confirmation at least seven (7) days in advance, Club will use the estimated number of attendees set forth above as the guaranteed number. Club reserves the right to adjust or substitute the space allocated to the Function to appropriately accommodate the number of confirmed guests. If there is a food and beverage minimum set forth above, the Member/Client will be charged the food and beverage minimum or the actual food and beverage charges, whichever is greater. Subject to any food and beverage minimum set forth above, the Member/Client will be charged for the guaranteed number or the actual number of attendees, whichever is greater.

4. **Service Charge/Function Sheet Pricing.** The prices listed on the Function Sheet, when attached hereto, are subject to proportionate increases to meet increased cost of supplies for Functions reserved more than 120 days in advance, but any such increase shall not exceed 10%. Prices can be set 90 days in advance of the Function. The Club's usual service charge of 22% will be added to all amounts due under this Agreement, including without limitation cancellation fees as liquidated damages. Once the Function Sheet has been finalized, it shall be signed and attached hereto no later than seven (7) days prior to the Function.

5. **Member/Client and Guest Conduct/Contractors.** No food or beverage of any kind can be brought into or removed from the Club by Member/Client or Member/Client's guests or attendees. Member/Clients that wish to use a third party contractor(s) to provide a specific service, not available through the Club, agree to use a contractor(s) that meets the insurance requirements established by the Club. The Club reserves the right to approve all contractors, such approval not to be unreasonably withheld, and all contractors must provide appropriate proof of adequate insurance. Member/Client's contracts with its contractors will all specify that such contractor will indemnify and hold the Club and its affiliates harmless from any and all damages or liabilities which may arise by

such contractor or through its use. The Function is subject to the rules and regulations and Membership Bylaws of the Club. In the event of a conflict between this Agreement and the rules and regulations and Membership Bylaws of the Club, this Agreement will prevail. The University of Tennessee is responsible only for the acts of its employees under the terms and conditions of the Tennessee Claims Commission Act. The parties agree that any liability of The University of Tennessee to Club and third parties for any claims, damages, losses, or costs arising out of or related to acts performed by The University of Tennessee under this Agreement will be governed by the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301, et. seq. The University of Tennessee is self-insured under the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301 et. seq., which provides worker's compensation coverage and covers certain tort liability for actual damages of up to \$300,000 per claimant and \$1,000,000 per occurrence.

6. **Security.** Club is not responsible for security or any damage to or the loss of any personal property or articles brought into the Club, or for any item left unattended, or for loss or damage which occurs in Club's parking areas. Any liability of The University of Tennessee to Club and third parties for any claims, damages, losses, or costs arising out of or related to acts performed by The University of Tennessee under this Agreement will be governed by the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301, et. seq. The Club is not responsible for any loss or damage no matter how caused, to any samples, displays, properties, or personal effects brought into the Club, and/or for the loss of equipment, exhibits, or other materials left in meeting rooms.

7. **Alcohol Consumption.** Club does not serve alcoholic beverages to minors as required by state law, and Member/Client assumes the duty to ensure observance of this state statute. In the event Member/Client has reason to believe a guest or attendee has become impaired to the extent they should not drive, Member/Client will take reasonable steps to prevent the person from leaving the Function without assistance. Member/Client acknowledges Club may refuse service to any guest or attendee or, at its discretion, discontinue service to all guests and attendees. Any such discontinuation of service shall not relieve Member/Client of any obligations or any amounts owed pursuant to this Agreement. Any liability of The University of Tennessee to Club and third parties for any claims, damages, losses, or costs arising out of or related to acts performed by The University of Tennessee under this Agreement will be governed by the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301, et. seq.

8. **Americans with Disabilities Act.** Both the Member/Client and the Club shall be responsible for compliance with the public accommodation requirements of the Americans with Disabilities Act ("ADA"). The Club agrees that it will comply with Title III of the ADA and the regulations promulgated thereunder. Member/Client will provide the Club with any specific requests in order to accommodate persons with disabilities in advance of the Function.

9. **Payments.** Member/Client shall remain liable for all amounts owed to Club. Interest will accrue on any unpaid balance or deposit paid late at the lesser of (i) the rate of 1.5% per month (18% per annum) or (ii) the highest rate permitted under the Tennessee Prompt Pay Act, Tenn. Code Ann. § 12-4-701, et. seq. .

10. **Limitation of Liability.** In no event will the Club be liable for consequential, incidental, or punitive damages of any nature for any reason, including without limitation lost profits or goodwill, even if Club has been advised of their possible existence. Furthermore, in the event the Club shall have any liability to Member/Client (whether under this Agreement or otherwise), the amount of such liability shall not exceed two times the amount paid to Club pursuant to this Agreement. In no event will the liability of Club be limited for intentional torts, criminal acts or fraudulent conduct.

11. **Miscellaneous.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Neither Club nor Member/Client shall be required to perform any term, condition, or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, war, terrorist act, strikes, lockouts, material or labor restrictions, or prohibitions by any governmental authority. This Agreement and attachments embody the entire agreement and understanding of the parties relating to the subject matter hereof, is nonassignable, may not be amended except in writing signed by both parties, and supersedes any prior representations, agreements, and understandings, oral or written, if any, relating to such subject matter. Text messages, instant messages, messages on social media sites, and

similar messages are not “in writing” for purposes of this Agreement. This Agreement shall be deemed drafted by all parties and shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto. This Agreement may be executed by facsimile or other electronic means, and each facsimile or other electronic signature shall be deemed to constitute a valid and binding signature of the executing party.

12. **Governing Law.** The internal laws of the State of Tennessee (without regard to its conflict of law principles) govern all matters arising under or relating to this Agreement.

13. **Illegal Immigrants.** In compliance with the requirements of Tenn. Code Ann. § 12-3-309, Club hereby attests that it shall not knowingly utilize the services of an illegal immigrant in the United States in the performance of this Agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of this Agreement.

14. **Client’s Maximum Financial Obligation.** The maximum amount that Client will pay for goods and/or services under this Agreement is \$[insert University's maximum payable obligation].

The undersigned has read and agrees to the terms and conditions stated above, certifies that he or she is an authorized representative of Member/Client and has the authority to bind Member/Client to this Agreement, and acknowledges receipt of a copy of this Agreement.

Member/Client: The University of Tennessee

Club:

Printed Name

Signature

By: _____
Private Events Director or General Manager

Address

Address

Date: _____

Date: _____

* * * * *

Directions to Club for completing the Private Event Agreement:

Insert information in the blanks at the top of the Private Event Agreement.

Insert the legal name of the Club and the name/legal name of the Member/Client who is responsible for paying for the Function.

Insert information in the blanks in Section 1.

Insert information in the blanks in Section 4.

Have the Member/Client sign the Private Event Agreement with all blanks filled. Have the person authorized to use the credit card sign the Credit Card Authorization.

Complete and attach Exhibit "A" (the Club's Function Sheet), being sure it includes:

- (i) effective date(s) for the Function and proposed location;
- (ii) services and/or goods to be provided;
- (iii) cost of those services and/or goods (including service charges and taxes);
- (iv) food and beverage minimums, if applicable, and estimated total cost (including service charges and taxes).

Once the Function Sheet has been finalized, have the Member/Client sign it and attach it as Exhibit "B."