



VECAP

Vanderbilt Event Coordinators and Planners

Event Planning Manual

VECAP Strategic Planning Committee

Updated 3/6/18

This manual is an internal document to be used as a tool to assist VECAP members with event planning at Vanderbilt University. Information included in this manual may become outdated. Always refer to on-line information by department for the most up-to-date information and forms.

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QUICK REFERENCE GUIDE *Alphabetical*

ALCOHOL POLICY FOR UNIVERSITY EVENTS

Here at Vanderbilt University, it is common for academic departments to host nationally known speakers, debates and seminars. It is also common to have receptions to honor the speaker or to encourage camaraderie. Most such events are low risk when it comes to alcohol management, however, whenever alcohol is present, there is some risk.

Host Responsibility Training is provided by the Center for Student Wellbeing. This alcohol and other drug education presentation will prepare hosts to have safe and successful events through the discussion of Tennessee State Law, Vanderbilt Policy, and DUI prevention strategies. The presentation is approximately 30-45 minutes in length and is required annually for hosts of events where alcohol is present.

<https://www.vanderbilt.edu/healthydores/host-responsibility-training/>

If alcohol is present, there must be some method to discern the age of the guest attending. Checking identification is the most common method (driver license, state issued identification card, passport, military ID, etc. are all acceptable proof of age. The Vanderbilt ID is not.). If all guests are of legal age to consume, a list of those guests and their birth dates should be kept in an event file for proof that age was checked.

In order to serve alcohol a caterer must use licensed bartenders. All alcoholic vendors must have liability insurance. Proof of license and insurance must be provided upon request.

Food and non-alcoholic beverages are required at any event where alcohol will be present. These items are to be as attractive and promoted as any alcohol that is available. Limiting the amount of alcoholic beverage per person is also recommended.

At no time should leftover alcohol be given to students, of age or not. Alcohol should not leave the event site with any guest. The responsible staff/caterer needs to stay with the alcohol at all times.

Safety is the highest priority when guests are imbibing. Trained servers know how to tactfully cut a guest off if the guest is obviously intoxicated. Organizers of the event need to have a plan to make sure every guest gets home safely, which may include having a cell phone ready with a list of local cab phone numbers.

For educational issues, contact katherine.s.drotos@vanderbilt.edu, Center for Student Wellbeing (343-4740.)

ALCOHOL LICENSES FOR PAY EVENTS - ticketed and/or cash bar

Development and Alumni Relations (DAR) Special Events serves as a clearinghouse for anyone within the UNIVERSITY seeking a license to serve liquor or beer (as it applies to pay events).

Because only a limited number of liquor licenses are available to the University each year and Reunion Weekend requires the most, DAR Special Events MUST be aware of any liquor licenses that may be required for an event. When possible use a vendor that can supply their own liquor license for your event coverage.

Because a special event permit request MUST be made well in advance to ABC and the Beer Board, you must contact the DAR Special Events office prior to ANY special event permit request/liquor license application made to the state. DAR Special Events will confirm if a license is available from the university pool. Allow 4-6 weeks before event to obtain your liquor license.

Special Events can also provide Beer Board application instructions on how to apply for a beer permit. There are no limits to the number of beer permits requested each year but a fire marshal inspection may occur prior to the issue of a permit.

Please contact one of the following in the Special Events office to inquire about a license for your event:

- Linda Reichenberger 6-2774, linda.reichenberger@vanderbilt.edu
- Teresa Anderson, 6-2776, teresa.anderson@vanderbilt.edu

Licenses - Consult with DAR Special Events to determine the need to apply for a special occasion alcohol license or beer permit. The general rule is if guests pay to come to an event, or you have a cash bar, a permit is required.

Permission to Serve – Special permission is necessary to serve alcoholic beverages at sites on campus. Please consult Reservations and Events (RE).

BAR FORMULAS AND CALCULATIONS

Set-Up Formula for a Bar of 100: Also use sites like www.evite.com for drink calculators.

ALCOHOL NEEDS

1 liter rum	Bacardi
1 liter sour mash whiskey	Jack Daniels
1 liter blended whiskey	Canadian Club
1 liter bourbon	Old Charter or Maker's Mark
2 liters gin	Beefeaters (or upgrade as necessary)
2 – 3 liters scotch	Dewar's (or upgrade as necessary)
2 – 3 liters vodka	Smirnoff (or upgrade as necessary)
1 bottle vermouth	Martini & Rossi
1 case of white wine – either, 12- 750's or 6- 1.5's	
1 case of red, maybe more in winter time – either, 12-750's or 6-1.5's	
1 case of 24 - mixed lite and regular beer	

(These numbers can go up or down depending on if you know the guests and their specific tastes and if they are moderate or heavy drinkers, etc.)

NON-ALCOHOLIC NEEDS

Coke – either 4, 2 liters or 32 cans
Diet Coke – either 3, 2 liters or
Sprite – either 2, 2 liters or 32 cans
Ginger Ale – 2, 2liters
Tonic Water – 6 liters in winter, 12 liters in summer
Perrier – 3 liters
Orange Juice, cranberry juice – 1 gallon
Grapefruit juice – 1 quart
Sweet-n-Sour mix – 2 quarts
Bloody Mary Mix – 3 quarts, more if a morning or lunch event
Ice – 100 pounds

OTHER

Cocktail napkins – 3/pp = 300; Dinner napkins – 1 ½ pp = 150
9oz. hard plastic wine glasses – 2/pp =200; 10 oz. plastic soda glasses – 2/pp=200
7" plastic plates – 1 ½ per person = 150 (Substitute glass for plastic if inside.)
Beer kegs – 15 ½ gallon= 200 cups; 7 ½ gallon = 100 cups

BEVERAGE CONVERSIONS

Wine

- A case of wine is either **6 - 1.5L bottles** or **12 - 750mL bottles**.
- A 750ml bottle of wine can produce **5 - 5-oz drinks** or **6 - 4-oz drinks** and a 1.5L bottle of wine can produce **10 - 5-oz drinks** or **12 - 4-oz drinks**.
- Thus, a case of wine can produce **60 - 5-oz glasses** of wine or **72 - 4-oz glasses of wine**.

Liquor

- 1 liter bottle of liquor contains 33.8 ounces of alcohol which can produce **33 1-oz cocktails** or **23 - 1.5-oz cocktails**.
- 1 750mL bottle of liquor contains 25 ounces of alcohol which can produce **25 1-oz cocktails** or **16 - 1.5-oz cocktails**.
- 1 1.75L bottle of liquor contains 59.2 ounces of alcohol which can produce **59 1-oz cocktails** or **39 - 1.5-oz cocktails**.
- The average champagne bottle is 750mL which can produce **6 - 4-oz pours** of champagne.
- Thus, a case of champagne will yield **72 servings**.

Consumption

- As a **general** rule of thumb, expect consumption to be **one drink per guest per hour**. (scale appropriately)
- For a three hour cocktail party, plan on three drinks per person.
- For a four hour cocktail and dinner party, plan on three to four drinks per person.
- For a five to six hour “all night” party, figure about four-five drinks per guest.
- In colder weather, people tend to drink more red wine and scotch.
- In warmer weather, people tend to drink more white wine, vodka, and gin.
- The only way to determine how light, moderate, or heavy drinkers your guests might be is to look at historical records of events similar to yours. The Special Events Office has a wide variety of records we can reference to give you a recommendation.

Bartenders

- You will need 1 bartender for every 50 - 75 guests depending on event and bar type.
- As you add bartenders, keep in mind that each bartender will need his or her own supply of liquor.

Glassware

- Generally bartenders recommend getting a minimum of 1.5 glasses total per guest for the bar for a cocktail party. You may want to use stemless wine glasses for wine and liquor with a few high balls.

CAMPUS SUPPLIER LICENSING PROGRAM

Office of Trademark Licensing

The Office of Trademark Licensing has official oversight of all institutional trademarks. The office acts as liaison to the General Counsel's office as well as outside counsel to protect and control the use of Vanderbilt's name and marks. Trademark Licensing works with licensees to produce merchandise with Vanderbilt logos, to collect royalty revenue for the institution, and promote designs that are consistent with the goals and image of Vanderbilt University.

- <https://www.vanderbilt.edu/licensing/>. Everything one needs to know on how to use Trademark is on this website. The website gives a step by step instructions.

Purchasing and Strategic Sourcing

Purchasing and Strategic Sourcing purchases the supplies, equipment and services which support education, research and institutional care at Vanderbilt University. Our mission is to cooperatively develop and execute sourcing strategies with Departments for high value products and services that meet or exceed university requirements, and to perform our services to the highest ethical and professional standards.

CATERING

Vanderbilt University Catering (VUC) will be the caterer for Chancellor hosted events and at sites that require VUC or require VUC proposal. **Events hosted by University Departments in the Student Centers are required to request a quote from Vanderbilt Catering.** If your group's needs cannot be met by Vanderbilt Catering an alternate caterer can be used from our approved catering list. (*on Reservations and Events website*) Reservations and Events office also require that all catering setups and needs be discussed in advance with your Reservations and Events event manager contact and caterer.

Outside caterers are required to sign a VU Catering Contract and meet the necessary insurance requirements. **(see agreement in appendix)**. *See exception for drop off below.*

Boxed lunches, dropped off lunches, pizza, etc do not need a contract and should be paid with a OneCard. Check Requests are no longer acceptable to pay this commodity.

Any event, luncheon, etc. where the vendor is bringing and serving on campus must have a Catering Contract and be paid through Oracle. Also, the vendors Safe Serve Certificate must be attached to the contract.

A certificate of Insurance must be maintained on file for all caterers and renewed annually by the department.

All catering agreements, unless it is a one-time event, will be for 3 years and you will need an estimate on how much *the spend* will be within those 3 years. This amount can always be changed if need be.

If a new vendor is needed to be added, the Safe Serve Certificate and W9 for the vendor must be attached.

All deposits for events/catering will be the responsibility of the department to get the deposits paid. All deposits/invoices will not get paid regardless of the payment terms unless the department receives the PO in Oracle.

CATERING continued

Always clarify the following in writing, for your event, with the caterer:

- Costs: such as service personnel, linens (if caterer is supplying), additional rental charges (i.e. kitchen serving equipment), delivery fees, gratuities or additional service charges.
- Electrical needs in amps, to avoid circuit overloads. When “hot boxes” are used, they typically need dedicated 20 amp circuits.
- Date for final number of guaranteed guests. Note the date that minimum number is due and how much increase is allowed after that date.

Consider the following when determining and guaranteeing the final guest count:

- Inevitable “no-shows”, usually about 3%-10% at seated dinners, 20% at receptions.
- It is rare for more than 5-6 guests to walk-on for a seated dinner.
- When trying to calculate projected attendance, anticipating late replies, usually by one week before the event, about 20% more than the current accepted guests may still accept the invitation. For example, on April 15 if you have 100 guests, by April 22 you might have 120 guests in attendance. The hosting department may wish to call the local invited guests who have not replied.
- Include essential staff to be seated in your count. If you have a lot of student/staff workers it may be more appropriate to provide them an alternate boxed meal rather than what you are serving the guests or only seat them as fill-in after all guests are seated prior to service.

FOOD TRUCKS:

Food trucks are allowed at events with prior approval if their role is as a caterer.

- The vendor will need to complete the **Limited Premises Use and Access License (see appendix)** and provide appropriate insurance documents.
- The Curbside Commodores in partnership with Vanderbilt dining allows a food truck to sell on Friday night at the intersections of 24th and Vanderbilt Place.
- Occasionally permission may be granted by Campus Dining for a Food Truck to sell at a special event.

CENTERPIECES

Be specific about your budget when hiring a florist. Ask about container costs, delivery and pick-up fees. Remember that a centerpiece should never obstruct view or make table conversation difficult. Consider impact of decorations when the room is full as well as empty. With a large crowd standing and moving around, low centerpieces may not be as effective.

- Although seemingly obvious, it is often overlooked that flammable decorations should never be placed near candles. Assign someone to extinguish candles after event. Check sites to be sure where candles are not allowed (only LED).
- Plan for removal of flowers/decorations after the event. Consider sharing flowers with another event immediately before or after your event to help budgeting.
- If sharing is not feasible, assign a staff person the task of removal and distribution of flowers, etc. to guests, invitees unable to come or call Perenity (615-439-5810) who will take the flowers to hospice.
- When using mylar balloons as centerpieces, you might consider sharing with Monroe Carrell Jr. Children's Hospital at Vanderbilt (Note: latex balloons are not accepted).

CREATIVE SERVICES

<http://www.vanderbilt.edu/creative-services/>

- Copywriting
- Editing
- Graphic Design
- Branding
- Photography
- High End Pre-press production
- Stationery, Business Cards, Official Templates

PRINTING SERVICES

<http://printingservices.vanderbilt.edu/>

Vanderbilt University Printing Services is the internal print, copy & mailing service for the University and Medical Center community. Since 1960, our team of printing experts has provided excellent service, superior quality, and substantial cost savings over commercial alternatives.

From one copy to one million copies, Printing Services will do whatever it takes to support your department's communication needs.

ENTERTAINMENT

A **Performing Artist Agreement** must be signed any time entertainment is brought on campus for an event. **(see agreement in appendix)**

Be sure you have all electrical needs (amps), stage and green room/hospitality requirements as well as load-in and load-out timelines established for your event site.

EVENT PLANNING CHECKLIST *Modify for your specific event and department*

- Event Proposal approved according to your department guidelines
- Event placed on Calendar (as determined by your department)
- Event Manager to set-up initial meeting with appropriate department hosts
- Discuss possible sites and other event details
- Secure Site
 - Review possible site availability and associated fees, including housekeeping set-up/tear-down, stage, AV tech, etc.
 - Complete the appropriate reservation forms with Reservations and Events (RE)
 - Set-up meeting with the site contact to discuss logistics and timing
- Make vendor, décor & color selections
- Record information as part of planning process (as determined by your department)
- Create Estimated Budget based on initial conversations
 - Review past events with similar characteristics, sites, number of attendees
 - Discuss type of event and budgetary constraints
- Create Site Layout
 - Create scale drawing showing tables, chairs, bars, registration, music, etc.
 - Understand load-in/load-out procedures and logistics for the site
- Secure Vendors
 - Initiate all contacts with vendors (initiate contracts as directed by procurement)
 - Discuss menu options with catering
 - Adjust budget as necessary and review periodically as part of planning process
 - Sign-off on invoices and update budget estimate accordingly
- Meet with florist
 - Discuss individual event plans, seasonal flower availability, event color scheme, floral trends and budget.
- Determine Plant Operation needs
 - Determine if this site will need Plant Operations support
 - Call direct if you have questions for the Movers
 - Submit electronic work order to Plant Operations and call to confirm receipt
- Determine parking needs
 - Contact appropriate site contact and Traffic & Parking (T&P) to secure garages, lots, etc.
NOTE: Only 5 spaces may be reserved per lot unless special permission is granted by T&P
 - Discuss if valet is preferred and hire vendor as appropriate (If on-campus, use Vanderbilt Valet Services)
- Keep department informed
 - Give periodic updates of event planning progress (via meeting, phone or e-mail)

EVENT PLANNING CHECKLIST continued

- Approve Invitation Draft Copy and/or Save The Date
 - Supply site and parking copy information for invitation
 - Review the invitation prior to printing to check date, site, time, parking and reply card information
- Determine Staffing and Student Worker Needs
 - Request appropriate event support during planning, set-up, event and tear-down
- Create Event Timeline
 - Include all key information of vendor deliveries and set-up
 - All events should have registration ready at least 30 minutes prior to event start
- Research and Select Appropriate Beverages
 - Place appropriate orders with preferred vendor (wine/liquor stores)
 - Soft drinks and bottled water usually come from the caterer or through vendor like Crystal Springs (if large event weekend)
 - Fill-out Liquor/Wine Sheet detailing # being taken to event
 - Provide final liquor/wine sheet calculating usage at event and any returns to inventory. (This will depend if event is charged on consumption only.)
- Provide Guarantee # to Caterer
 - Record daily updates on RSVPs
 - Determine if more are expected and review no show rate for past events
 - Provide a guarantee number to the caterer (pre-set timeframe). Usually you can increase slightly but not decrease # after this date
- Provide Final detailed event information
 - Update completely 1 week out and provide final information to host department
- Take Photos
 - Divide up staff duties at larger events; oversee event flow and catering/bar service
 - Take photos of your event showing layout, centerpieces and overall décor (official photos will be taken by VU or contracted photographers if hired)
- Provide Event Evaluation Forms
 - Self-evaluate your event and provide Event Evaluation Forms to host department
 - Schedule debrief meetings with host departments
- Compile Information in Event Folder and/or on server for future reference.

EVENT SIZING

How much space do I need?

Rule of thumb:

- Estimate 5' between tables
- Allow 10 sq ft per table for 60" round w/seating
- Allow 12 sq ft per table for 72" round with seating.
- Sit down buffet with 100% seating: estimate 20 sq ft per person
- Buffet casual dinner: estimate 7-8 sq ft per person
- Standing cocktail reception: estimate 6-7 sq ft per person
- Theatre style seating: estimate 8 sq ft per person
- Bars: estimate 65 sq ft per bar x # of bars; 50 sq ft bar service area
- Dance floor: estimate 5 sq ft per person
 - o Generally, never more than 50% of the guests dance at any time. Each couple requires about 9 sq ft. If you have a party for 200 people (100 couples), 50 couples will be the maximum number dancing (50x9sq ft = 450 sq ft of dance floor = approximately 20'x24')
- Stage: typically bands will tell you size they need
 - o Musicians/band 3 piece: 100 sq ft (8'x12' stage)
 - o Musicians/band 5 piece: 250 sq ft (12'x20' stage)
 - o Musicians/band 7 piece: 300 sq ft (12'x24' stage)
 - o Musicians/band 12 piece or with singers: 450 sq ft (16'x28' stage)
- DJ area: 200 sq ft
- Food buffet lines: 100 sq ft per 50 guests

LIGHTING, SOUND AND STAGING

Determine if a podium and stage/riser are necessary, where they should be placed, and any special lighting or sound needs. Be sure the podium is well lit so that speakers can see their notes. If special lighting is necessary, consider the cost early in the budgeting process. Determine that all areas have adequate lighting including areas leading to the event, catering and restrooms.

- Test all sound equipment and lighting in advance of the event start, leaving time to replace or make changes if there are problems. Make sure stage lighting is not directly in the eyes of the speaker and so strong they cannot see. Also double-check sound and lighting, with speakers if possible, just before event begins. Be thoroughly familiar with the set-up so that you can handle problems that may arise during the event. It may be necessary to have a technician on site or on stand-by in near-by room. Appoint someone to signal technician to make lighting and sound changes during event.
- Check site for possible sound interference during the program, including background music, buzzers automatically programmed to sound at certain times, or thoroughfares that may become noisy.
- **Reservations and Events** can assist you in making arrangements for all of your audio visual needs in the Student Centers facilities, including lighting, staging and sound. Our technicians may also be available for events occurring on a Lawn or in Langford Auditorium.
- More sophisticated needs can be met by using **Production Services**. They can accommodate requests for sound and lights, video and staging production, or if you want to stream your event live over the internet. Production Services is here to help! With over 60 years combined experience, the Production Services staff will go the extra mile for you and your event.
- **Distributed Tech Services** (2-4855) also rents (very reasonably) slide projectors, screens and sound equipment and can schedule technicians in academic buildings.
- Drew Casey (VUIT) is available to help support events in Featheringill and the Engineering and Science Building. Contact name is current information from Reservations and Events.

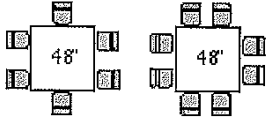
LINEN SIZING CHART

LINEN AND TABLE SIZE COMPATIBILITY CHART

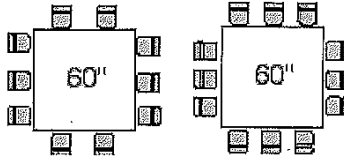
Linen Sizes	Table Sizes														
	24" (2') Round	24" x 24" Square	24" Kiosk	30" (2.5') Round	30" Kiosk	36" (3') Round	48" (4') Round	54" x 54" Square	60" (5') Round	66" (5.5') Round	72" (6') Round	4' (30" wide) Banquet	6' (30" wide) Banquet	8' (30" wide) Banquet	8' (48" wide) King's Table
84" Square	To floor, corners tuck	To floor all sides	Corners fall to floor	Corners 3" off floor	Corners 6" off floor	To floor	6" off floor	12" off floor	15" off floor	18" off floor	To floor on ends, 9" tuck on sides				
96" Round	6" tuck	6" tuck on sides	6" off floor	3" tuck	9" off floor	To floor	To floor	6" off floor	9" off floor	12" off floor	To floor on ends, 9" tuck on sides				
108" Round	12" tuck	12" tuck on sides	To floor	9" tuck	3" off floor	To floor	To floor	6" off floor	9" off floor	12" off floor	To floor on ends, 9" tuck on sides				
120" Round	18" tuck	18" tuck on sides	6" tuck	15" tuck	3" tuck	12" tuck	6" tuck	8" off floor at corners	To floor	3" off floor	6" tuck on ends, 15" tuck on sides				
132" Round	24" tuck	24" tuck on sides	12" tuck	21" tuck	9" tuck	18" tuck	12" tuck	3" off floor at corners	6" tuck	3" tuck	12" tuck on ends, 21" tuck on sides				
134" Round	25" tuck	25" tuck on sides	13" tuck	22" tuck	10" tuck	19" tuck	13" tuck	2" off floor at corners	7" tuck	4" tuck	13" tuck on ends, 22" tuck on sides				
10' Banquet 60"x120"	6" tuck on ends, covers three sides	Covers three sides	Use with table skirt												
12' Banquet 72"x144"	Covers three sides	Covers three sides													
6' Table Drape 90"x132"	12" tuck on ends	To floor all sides	12" off floor on ends	12" off floor on ends, 9" off floor on sides											
8' Table Drape 90"x156"	24" tuck on ends	12" tuck on ends	To floor all sides	9" off floor on sides											
8' King's Drape 108"x156"	24" tuck on ends, 9" tuck on sides	12" tuck on ends, 9" tuck on sides	9" tuck on sides	To floor all sides											
13.5' Table Skirt 30"x162"	Covers three sides														

Note: standard table height is 30", kiosk (a.k.a. cocktail, or high boy) height is 42"

SEATING



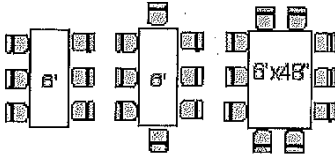
48" square table
Seats 6-8



60" square table
Seats 8-12

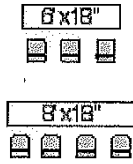


4' tables
4' x 24" seats 4
4' x 30" seats 4-6



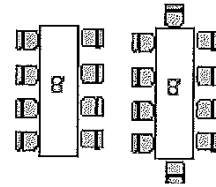
6' x 30" table (seats 6-8)

6' x 48" table (seats 6-10)



Conference or "Classroom" Tables

6' x 18" seats 3
8' x 18" seats 4



8' x 30" Rectangular Table



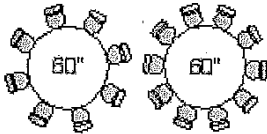
30" round tables



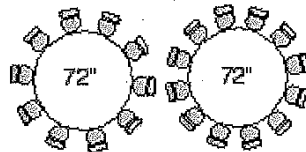
36" round tables



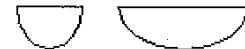
48" round tables
seats 6-8



60" round tables
seats 8-10



72" round tables
seats 10-12



48" 1/2 Rd or 96" 1/2 Rd

48" half round or 96" half round tables

PARKING

Contact the Office of Traffic and Parking for assistance with traffic and parking needs related to special events. Some of the services available are special parking permits for events, barricades and signs for lots or garages, and Traffic and Parking officers.

- VU PARKING LOT AND GARAGE RESERVED SPACES – Contact Jason Hall at 343-9377. VU Traffic and Parking will not block whole parking lots during regular staff parking hours on the main campus for events, but will charge \$ for up to 5 spaces in a lot, based on need, location of lot, and time of year. Submit an online request form at least 72 hours before event at: http://www.vanderbilt.edu/traffic_parking/special/SpecialEventRegistration.htm
- VALET PARKING: Always go to VUMC Valet first for on-campus events. Contact Bill Newsome with VUMC Valet (936-7044). Other local valet companies are available but arrangements must be made for parking cars in lots or garages through the Office of Traffic and Parking.

PARKING REQUESTS ON-LINE

- Requests are on a first-come first-served basis. Official Vanderbilt University functions take priority over other events.
- All request forms should be submitted at least 3 business days in advance to allow for proper notification and posting. (Additional fees apply when requests are received late.)
- No more than **5 spaces** will be used in a surface lot located near any building.
- Major events that require larger numbers of parking spaces will be directed to parking garages containing paid parking or to perimeter surface parking.
- All requests for parking must be submitted on line through a T&P [Special Event Request Form](#). *(Please print a copy for your records)*
- Requests are not approved until confirmed by Vanderbilt University Office of Traffic and Parking in writing.
- Incomplete requests cannot be processed.

PERSONNEL *varies by event*

Carefully consider necessary extra staff needs while event planning, for during and after the event (this includes set-up, breakdown and any clean-up)

Registration Staff - Plan on 1-3 people at registration table (1 for up to 75 guests, 2 for up to 150 and 3 if more) handing out nametags and one more person to print new nametags on computer. The table is generally best manned by someone who recognizes many guests. For seated dinners, someone must carefully monitor “no-shows” and directly communicate with yet another person responsible for quickly making any necessary seating changes as they are determined (see seating arrangements).

Greeting Staff - In addition to registration table personnel, Vanderbilt staff should welcome guests and guide them to a bar or other area to move guests away from registration table to free up space. Staff also should be advised how to assist the handicapped if it becomes necessary and be aware of location of phones and restrooms.

Waiters/Bartenders - Ideal ratio for serving a seated dinner is one waiter per table (or 10 guests). However, one waiter per one and a half tables (or 15 guests) may be sufficient and is typically what a caterer will supply. Bartender ratio: 1 per 50-75 guests (varies with type of crowd and set up plan). Most clubs and hotels compute 1-100 (not usually enough).

PHOTOGRAPHER

Request by on-line form at: www.vanderbilt.edu/vufinder/photo_op_submit.php or <http://www.vanderbilt.edu/creative-services/>

- VU Photographer - You must use a VU approved photographer for official guests and event photos.
- Non-VU Photographer - For non-VU photographers you must submit *form listed in appendix*.

PLANT OPERATIONS

Submit a Facilities Service Request Form (include budget/account number to be charged) to Work Management (Fax 3-8742) 3-4 weeks in advance. Form is available on line through www.vanderbilt.edu/plantops. You can also contact Work Management at 3-9675 to discuss needs before filling out form.

- Request an estimate for large projects.

- Plan to meet workmen on site if order is complex.

- Consider lighting and **heat/air conditioning** requirements; anticipate problems and request that adjustments be made early if possible. Call the area manager (see plant op map) with electrical questions and Jim LaFleur (HAR) (6-6416) for heat and air conditioning concerns to discuss needs before writing order.

- Request **housekeeping** to clean party area and nearby restrooms (stock them as well) just before and immediately after the event. Note: shift changes with plant op contact.

- **Moving** shop is available for set-up of site and to help transport large items from one site to another if needed. They will deliver trash cans and liners, commencement standards (for signs), limited tables and chairs, plywood, etc.

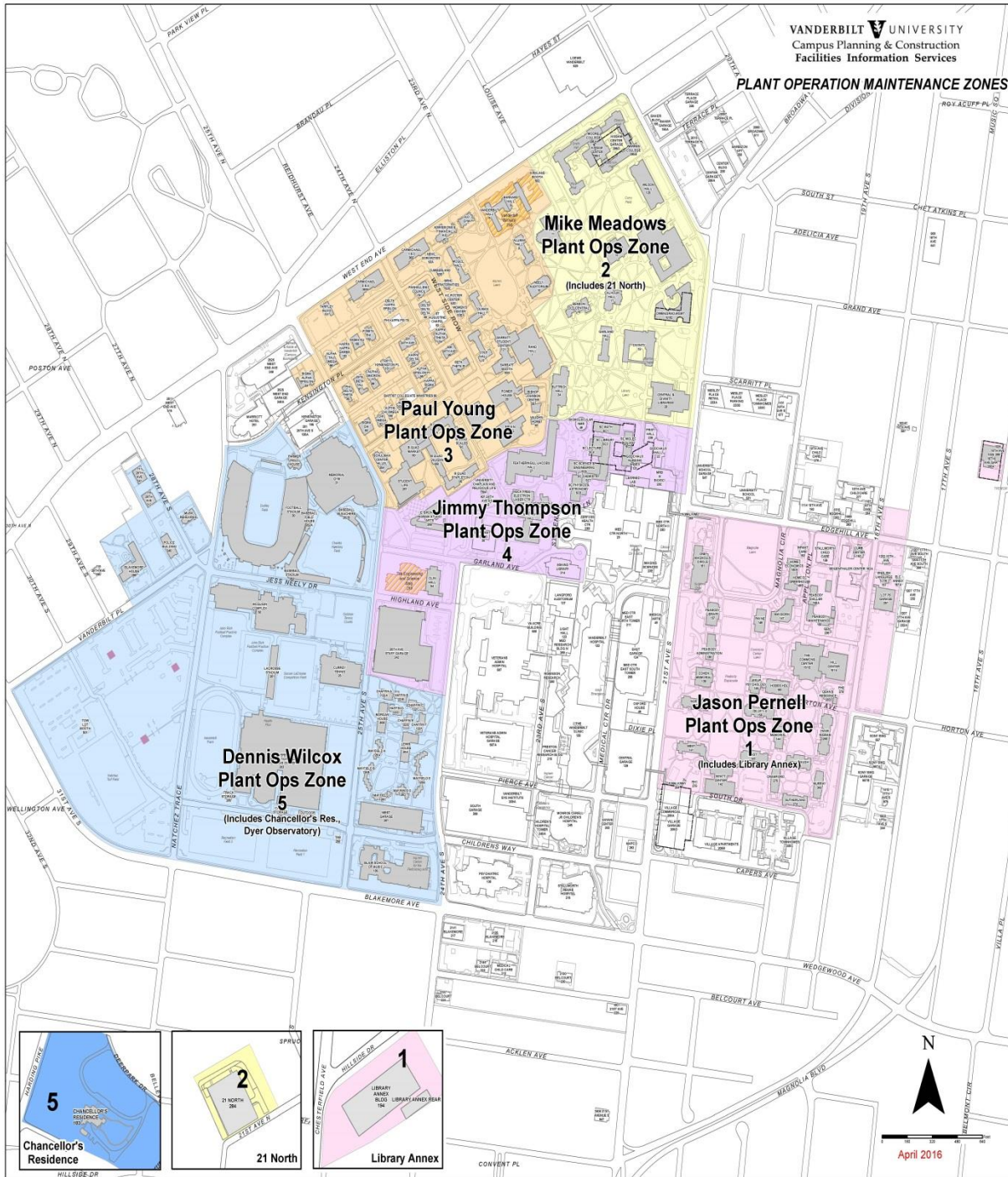
- Request **grounds** to clean up all outside venues (before and after event as needed). Grounds will also make underground utilities for tent set-up and outdoor activities.

- Request **electricians** for electrical problems or to pull electrical from buildings for outdoor events and tents.

- Request **carpenter shop** for sand bags, wood level blocks, etc.

- Request **sign shop** for sign needs or go through approved sign vendors.

PLANT OPERATION MAINTENANCE ZONES



RENTAL RESOURCES

Departments use various outside rental companies. Note that Vanderbilt Plant Operations owns and rents some tables, chairs, stage sections, trash cans, etc., but larger events will require outside rental vendors.

- **Tables and Chairs** - A 60” round table may seat 8 to 10 guests. Seating 10 is a little crowded but ensures a comfortable number of people at each table after ‘no show’ places are removed. Also, fewer but slightly larger centerpieces are needed if the maximum amount of guests is seated at each table. Hotel tables are generally 72”, a size that seats 10 very comfortably if the chairs fit, but can seat up to 12, if needed.
 - o If given a choice, choose a 60” table rather than a 72” table for easier conversation. Vendors also carry 24” tall bistro tables, 30” tall and low round cocktail tables, 48” round tables and various sizes in square tables..
- **Linens** - Most rental companies have a good selection of cloths at reasonable prices. This is especially helpful when they are delivering tables and chairs also. There are other specialty linen companies as well with more decorative linens.
- **Tents** - There are several rental vendors with tents available, the **VU preferred vendor for tents is Nashville Tent and Awning** (Hunter Husband, 329-3701). **Reservations & Events and Plant Operations must approve any tent site and exact location.** Nashville Tent and Awning will obtain a Metro permit for any tent and contact Plant Operations to make underground utilities prior to set-up.
 - **Note:** Tent permits are obtained through the Fire Marshall office. The Fire Marshall requires at least 72 hours prior to the event date for a permit to be filed. The Fire Marshall will inspect the tent site and provide a signed permit. Be sure you have requested fire extinguishers from Plant Operations to be on site for this inspection. Currently in Davidson and Williamson County, real candles are NOT allowed under the tent (only LED).
 - **The Fire Marshal Office may require a Fire Watch at your event with a marshall on-site.** In some cases, the VU emergency Preparedness office staff, trained by the Fire Marshall Office, will be approved for Fire Watch. Nashville Tent and Awning will know this when they apply for the tent permit. Fire Watch charges are typically added to the tent bill.
- **Tent Lighting** – Be sure you have a dimmer on the lighting. It is ideal to have the lighting completed the day before event to test its coverage at night. Basic work lighting may be supplied by Plant Operations. Other lighting requires an outside vendor.

SECURITY (VUPD)

When planning the party, consider how guests will enter and leave the party site and if the area is reasonably secure. Hire a security officer as required. Security is always required when there is alcohol and/or large crowd at an outside location.

Submit a written request to Lieutenant Mark Stannard (2-0611 - VUPD) including budget number to be charged.

Before the event begins, take a moment to check emergency exits (making sure they are accessible) and consider how you would quickly clear the area if necessary. Plant Operations must install emergency exit signs on tents, with or without sides. **The Emergency Campus Number is 1-1911.**

- Check when building is normally unlocked and locked; make other arrangements if necessary though VUPD.
- Check alarm systems and how they may be circumvented if necessary.
- Security may require vehicle descriptions and license numbers of your vendors at certain locations.
- Vanderbilt police and third party security officers' rates are set by VUPD.

EMERGENCY PREPAREDNESS

VUPD Emergency Preparedness Office monitors weather. If you are planning an outdoor event discuss with VUPD the possibility of inclement weather and how it should be monitored during an event to ensure safety for all. Always have an evacuation plan in place for any emergency or weather with VUPD.

RISK MANAGEMENT - <https://www.vanderbilt.edu/riskmanagement/>

- Risk Management and Reservations and Events can work with you to determine if your event is considered high risk.
- The vendor will need to complete the **Limited Premises Use and Access License (see appendix)** and provide appropriate insurance documents. If a participation waiver is required for your event, please email Nora.brandon@vanderbilt.edu to create the appropriate waiver.
- Events that include minors must be approved and registered with Risk Management. Refer to the Protection of Minors policy and Dawn Riddle for more clarification.

SHUTTLES

VUMC shuttles accommodate 24 - 44 passengers. Contact VUMC Traffic and Parking, Jason Bucher (6-2125) or Jason.bucher@vanderbilt.edu for information and availability.

Outside shuttle companies are also available if VUMC shuttles are not an option. VUMC Traffic and Parking can make recommendations for best vendors to use on campus.

SITE RESERVATIONS (on-campus)

Reservations & Events assists students, faculty and staff with planning events on campus.

The Reservations and Events office, located in Sarratt 189, supports the coordination of space and resources on campus by guiding the Vanderbilt Community through the event planning process. Our Student Centers team manages and offers support for multiple facilities on campus.

You can reserve your space 24 hours a day by visiting our online reservations system, Virtual EMS. <https://emscampus.app.vanderbilt.edu/VirtualEMS/>

Student Centers Spaces include:

- Alumni Hall
- Benton Chapel
- E. Bronson Ingram College (Fall 2018)
- The Engineering and Science Building including the Wondr'y
- The Commons Center
- Kissam Center
- Sarratt Center | Rand Hall
- The Student Life Center

Additional Spaces that we can reserve:

- University Lawns
- Langford Auditorium
- A&S buildings
- Featheringill Hall
- Greek Houses
- Rehearsal Spaces

SITE RESERVATIONS continued

Special Event Registration Committee

The special event registration process is designed to support a variety of events that have special needs. The Special Event Registration Committee comprises representatives from Reservations and Events, Traffic and Parking, Vanderbilt University Police Department, Plant Operations, the Center for Student Wellbeing, Risk Management, the Dean of Students or the Dean's designee, and staff who oversee compliance with the protection of minor's policy.

Ticket Sales

Did you know that you can sell tickets* to your event? Contact Bryan Masters with the details of your event to begin the process. There are charges for tickets and use of the card readers on the wall and at your event. Bryan.Masters@vanderbilt.edu

** Note: Any event serving alcohol that is selling tickets, must also go through the office of Development and Alumni Relations (DAR) Special Events to inquire in advance to see if one of the university liquor licenses is available. Licenses are very limited. (see page 6 in this manual)*

SITE RESERVATIONS *Capacity at Student Centers*

STUDENT CENTERS						
Student Life Center	Set Up Type	Capacity	MPR/Airwall	Default	Audio Visual	Requires AV technician
Ballroom	Classroom	424	Yes	None	Yes	Yes
	Theatre/Lecture	598				
	Banquet	424				
Lower Level Meeting Rm 1&2	Classroom	52	Yes	Classroom (64)	yes	No
	theatre	100				
	Banquet	40				
	U shape	36				
Lower Level Meeting Rm 3	theatre	30	None	Theatre (30)	yes	No
Board of Trust	Banquet	120	None	None	yes	no
	Classroom	72				
	conference	60				
	theatre	216				
	U shape	48				
Alumni Hall					yes	No
Lounge 100	existing furniture		None	Existing Furniture	no	
Classroom 201	existing furniture			Existing Furniture	yes	No
Reading Room	existing furniture			Existing Furniture	No	No
	Banquet	50		Existing Furniture	""	
	Reception	75		Existing Furniture	""	
Memorial Hall	Existing furniture	75	No	Existing Furniture	No	No
Kissam MPR	classroom	60	Yes	Classroom (60)	yes	no
	theatre	96				
	Pods	64				
	U shape	30				
Commons MPR	Banquet	128	None	None	yes	no
	Classroom	72				
	Pods	128?				
	Theatre	210				
Sarratt						
216/220	Classroom	72	None	Classroom (72)	yes	no
	Conference	48				
	Banquet	72				
	Pods	48				
	Ushape	48				
Cinema	theatre	300	yes	Theatre (300)	Yes	Yes
			yes	Classroom	Yes	

APPENDIX

Work for Hire Agreement (non-VU photographer)

Catering Agreement

Performing Artist Agreement

Agreement for Speaking Engagement

Facility Rental Agreement

External Facility Rental Agreement

Equipment Rental Contract

Limited Premises Use and Access License

Budget Template

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WORK FOR HIRE AGREEMENT

This Work For Hire Agreement (“Agreement”) is made this ___ day of _____ 20___ (“Effective Date”), by and between Vanderbilt University (“Vanderbilt”), having its principal place of business at 2201 West End Avenue, Nashville, TN 37240, and _____, a [corporation, limited liability company, partnership, or sole proprietor] whose address is _____ (“Photographer”).

WHEREAS, Photographer will be granted access to _____ for the purpose of performing photographic services and creating original photographic works for publication.

WHEREAS, Vanderbilt wishes to utilize any and all high resolution photographs taken by the Photographer (“Work(s)”) at _____.

WHEREAS, Photographer is an independent contractor at a rate of \$ _____ per hour or a fixed fee of \$ _____ and not an employee or partner with Vanderbilt, and Vanderbilt shall be the sole author of the Work and any work embodying the Photographer’s Work pursuant to the United States Copyright Act.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. Photographer agrees that the above recitals are true and correct and shall be made a part of this Agreement as if fully set forth herein.
2. For purposes of this Agreement, hereinafter “Work” shall mean any and all photographs taken by the Photographer for _____.
3. Duration of Agreement. This Agreement shall be in force and effect for a one-year (1) term commencing _____ (mm/dd/yyyy) and ending _____ (mm/dd/yyyy).
4. Photographer acknowledges and expressly agrees that any Work prepared or otherwise created by Photographer in accordance with this Agreement is a “Work Made for Hire” as defined by the United States Copyright Act and, accordingly, Vanderbilt owns all right, title and interest in an to such Work, including copyright thereto.
5. Photographer acknowledges that Vanderbilt is considered the author of the Work and the Work shall be used at Vanderbilt’s sole discretion, in any manner deemed appropriate by Vanderbilt, including copying,

reproducing or otherwise using by any device or process, such as photographic, electronic and mechanical means, and displaying, distributing, selling and transmitting copies of all or a portion of the Work to the public by any means now known or hereafter developed. Vanderbilt shall have no obligation in any manner to receive permission from Photographer to copy, reproduce, transmit or otherwise use the Work.

6. To the extent that any Work prepared or otherwise created by Photographer may not, by operation of law, be a "Work Made for Hire," Photographer hereby sells, assigns and transfers to Vanderbilt, its successors and assigns all right, title and interest in and to any and all Work(s) and all rights therein and thereto, in the United States and throughout the world, forever, including all copyright terms, and all extensions of copyright, for all uses and purposes whether now known or hereafter created.

7. Work(s) may be released to any individual or entity through media such as catalogs, brochures, magazines, newspapers, journals, films, television, slides, negatives, prints or computer communications such as the Internet or other means now known or hereafter developed without obligation in any manner to receive permission from Photographer.

8. The Photographer represents and warrants that any Work created or prepared will be original, will not infringe upon the rights of any third party, and will not have been previously, assigned, licensed or otherwise encumbered.

9. Photographer agrees to defend, indemnify, and hold Vanderbilt harmless from and against any and all losses, liabilities, damages, and claims of any person related to or arising from Photographers' activities under this Agreement. In addition, and without limiting the foregoing, Photographer agrees to hold Vanderbilt harmless from any claim by a third person for infringement of copyright, or of a person's right of privacy, or publicity related to Photographer's actions or omissions.

10. Photographer agrees that while their personnel are on Vanderbilt's premises, they will abide by Vanderbilt's normal work rules and standard practices governing employee behavior. If Vanderbilt has a written set of rules that apply to contractors, Vanderbilt shall furnish Photographer with a copy of such work rules. Photographer also agrees to require their personnel to work in a manner compliant with current applicable OSHA regulations and all other applicable laws, rules and regulations.

11. Vanderbilt acknowledges and agrees to use reasonable efforts to credit the Photographer for each work by identifying the Photographer on or adjacent to the work. For the avoidance of doubt, Photographer acknowledges and agrees that such credit may not be possible in all circumstances.

12. Work(s) produced may be used by Photographer for personal promotional purposes. Work may only be displayed in a non-commercial manner in keeping with the spirit of this Agreement.

13. Vanderbilt may terminate this Agreement at any time, but such termination shall not in any way effect Vanderbilt's ownership of all right, title and interest in any Work made in accordance with this Agreement.

14. Photographer may not sell, assign, sublicense, subcontract, or in any other way transfer any right or obligation of this Agreement without the prior written consent of Vanderbilt.

15. This Agreement shall be construed and the legal relations between the parties determined in accordance with the laws of the state of Tennessee and the venue for any formal action initiated in connection with this Agreement shall be in Nashville, Davidson County, Tennessee.

16. Vanderbilt represents that it is a non-profit corporation and is exempt from sales and use taxes in the State of Tennessee and various other states and, therefore, at least with respect to sales in Tennessee, invoices should not include sales or use taxes. Vanderbilt's sales and use tax exemption certificate number is 100142007.

17. This Agreement constitutes the complete and entire Agreement of the parties hereto and supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing. No provision of this Agreement may be modified, amended or waived unless in writing and signed by the parties.

IN WITNESS WHEREOF, Photographer and Vanderbilt have executed this Agreement as of the Effective Date.

VANDERBILT UNIVERSITY

DEPT./SCHOOL: _____

By: _____

(signature)

Name: _____

Title: _____

Date: _____

PHOTOGRAPHER

By: _____

(signature)

Name: _____

Title: _____

Date: _____

To be completed by:

VANDERBILT UNIVERSITY/TRADEMARK LICENSING OFFICE

By: _____

(signature)

Name: _____

Title: _____

Date: _____

VU Department (Event) – Catering Agreement

This Catering Agreement (“Agreement”), effective upon the date of the last signature appearing below, by and between _____ (name of Caterer), a corporation duly incorporated under the laws of Tennessee with a principal place of business at _____, (hereinafter referred to as "Supplier"), and **Vanderbilt University**, a Tennessee not for profit corporation, located for purposes of this Agreement at 2201 West End Avenue, Nashville, TN 37235 (hereinafter "Vanderbilt") sets forth the agreement whereby Supplier agrees to provide Catering Services to the _____ (VU Department) as described herein and Vanderbilt agrees to utilize such Services from Supplier according to the terms and conditions hereinafter provided.

ARTICLE I – DEFINITIONS

The term “**Account Manager**” shall mean the individual assigned by the Supplier hereto to be the focal point for communications with Vanderbilt on matters related to this Agreement.

The “**Services**” shall mean the Catering Services to be provided by the Supplier to Vanderbilt as described in this Agreement and in incorporated documents.

ARTICLE II – SERVICES ARRANGEMENT

2.1 Scope Of Work. Vanderbilt desires to have Supplier provide the Catering Services according to the requirements set forth below (as applicable):

- 2.1.1 Type of Meals to be delivered (hot/cold, breakfast, lunches, break times, dinner, etc.)
- 2.1.2 Beverage Service (included/excluded, hot/cold, soft drinks, coffee/tea, water, etc.)
- 2.1.3 Number of meals per delivery
- 2.1.4 Delivery Schedule (days and times)
- 2.1.5 Paper products and Condiments (napkins, disposable plates, flatware, cups, salt & pepper, sugar, etc.)
- 2.1.6 Meal Serving (Setup, Servers, Wait staff, tables, serving equipment, linen, dishware and flatware, etc.)
- 2.1.7 Post Event (teardown, cleanup)

2.2 Location. The Supplier shall deliver all meals and perform the services at the Vanderbilt location(s) specified below:

- 2.2.1 (insert department name and location)
- 2.2.2 (insert department name and location)

2.3 Event Name and Schedule. The Vanderbilt function to be catered (“Event”) _____ (Event Name) and _____ (Event schedule) _____ (Dates and Times).

2.4 Menu. The desired menu will feature _____(include description of all desired menu items). Menu items will be of a high quality and sufficient variety acceptable to Vanderbilt and shall include vegetarian, kosher, gluten-free or other restricted diet offerings if requested by Vanderbilt. Changes to the categories of Menu offerings must be approved in writing by Vanderbilt one week prior to implementation.

2.5 Alcoholic Beverages. The sale or distribution of alcoholic beverages by the Supplier to Vanderbilt is prohibited.

2.6 Delivery of Supplies. The Supplier shall be responsible for all catering deliveries to the Locations listed above according to the approved delivery schedule. The delivery schedule is as follows: _____(designate days / times / locations)

2.7 Placing Orders. Departments may place their catering orders by phone, fax or email to Supplier. All orders must be confirmed by an authorized Vanderbilt Purchase Order (either a blanket PO or individual POs) or charged to a Vanderbilt Purchase Card (Pcard).

2.8 Vanderbilt Account Manager The Vanderbilt Program Manager for this Agreement (Event) is _____(insert name). All service, menu or logistical questions are to be directed to the Program Manager's attention. Contact information is as follows:

Name

Title

Department

Location

Tel: 615.

Fax: 615.

email@vanderbilt.edu

2.9 Housekeeping. Trash pickup and general housekeeping shall be provided by Vanderbilt unless otherwise covered in this Agreement.

2.10 Certification and Licenses. Board of Health certification must be maintained by the Supplier for the duration of this Agreement. All other necessary permits or licenses are the responsibility of Supplier. Supplier agrees to provide current valid documentation to Vanderbilt upon request.

2.11 Standards. Supplier agrees to operate in accordance with all federal, state, city and county laws and ordinances, especially those pertaining to food handling and sanitation. Vanderbilt strongly prefers all Catering Suppliers to have ServSafe certification.

ARTICLE III – PERSONNEL

3.1 Subcontracting and Supplier’s Employees. Personnel used or supplied by Supplier in the performance of the work hereunder shall be employees or agents of Supplier and under no circumstances are such personnel to be considered employees or agents of Vanderbilt. Supplier shall have the sole responsibility for the conduct of its employees and agents, and for payment of their entire compensation, including salary, withholding of income and social security taxes, worker’s compensation, employee and disability benefits and the like. Supplier shall be responsible for all obligations towards all of its employees and agents under all applicable laws.

3.2 Personnel Parking. Parking at Vanderbilt for Supplier personnel shall be confined to the parking lot spaces designated for visitors or areas designated for deliveries.

3.3 On Site Activity. Supplier agrees that while their personnel are on Vanderbilt’s premises, they will abide by Vanderbilt’s normal rules of work and its standard practices governing behavior of its own employees. If Vanderbilt has a written set of rules that apply to contractors, Vanderbilt shall furnish Supplier with a copy of such work rules and standard employee practices. Also, Supplier agrees to require such personnel to work in a manner which will comply with the current applicable OSHA regulations and with any and all other applicable laws, rules and regulations.

ARTICLE IV - PRICING, TERMS and CONDITIONS

4.1 Prices. Menu Price shall be per the Supplier’s proposal which is attached and incorporated herein as Attachment B.

4.2 Duration of Agreement. The initial term of this Agreement shall be for one (1) year period beginning on _____(mm/dd/yyyy) and ending on _____(mm/dd/yyyy). There will be an option for one (1) year renewal to be agreed upon in writing no later 30 days prior to the expiration date of this Agreement.

4.3 Purchase Orders. Notwithstanding any prior negotiations, any subsequent Purchase Orders, in the form attached hereto, issued by Vanderbilt in connection with this Agreement is an offer to buy the Services and any related material as described herein. By accepting the Vanderbilt Purchase Order or by delivering the Services ordered, the Supplier accepts all of the terms and conditions set forth therein to the extent that these terms and conditions are not inconsistent with those set forth within this Agreement. In the event of any inconsistency the terms of this Agreement shall control. Vanderbilt’s offer is expressly conditioned on acceptance by Supplier of Vanderbilt’s terms and conditions. No preprinted term on any form of Supplier shall be of any force or effect whatsoever.

4.4 Payment Terms. Terms of Payment shall be Net 45 Days from the invoice date.

4.5 Non-Exclusivity. Unless specially agreed to by the parties herein, this Agreement is a non-exclusive offer by Vanderbilt to buy Services from Supplier. Vanderbilt is free to contract with any other Supplier for products or services that are similar or identical to the Services.

4.6 Taxes. Supplier shall have sole responsibility for all sales tax payments. Vanderbilt represents that it is a non-profit corporation and is exempt from sales and use taxes in the State of Tennessee. Vanderbilt's sales and use tax exemption certificate number is **100142007**.

4.7 Billing Disputes. Billing disputes shall not be cause for non-performance under this Agreement.

4.8 Electronic Transactions. From time to time, the parties may agree to process purchase orders, payments, invoices and other transactions implementing this Agreement electronically, and such electronic transactions will be deemed to be writings completed pursuant to this Agreement for all purposes.

4.9 Order of Priority. In the event of inconsistency of terms the order of priority shall be this Agreement, then any Vanderbilt University Purchase Orders and then any Supplier documents included as additional attachments.

4.10 Change Control. During the course of this Agreement, either Party may desire a change in the scope of the Agreement. Requests for changes are to be made in writing and delivered to the designated Contact person.

ARTICLE V – CONFIDENTIALITY

5.1 Confidentiality Obligations of Supplier. Unless Vanderbilt advises Supplier to the contrary, Supplier shall treat any information (“Confidential Information”) provided to Supplier by Vanderbilt as confidential and proprietary to Vanderbilt. Supplier shall limit access to the Confidential Information to Supplier's personnel assigned to Vanderbilt hereunder and shall not use, copy, or remove any Confidential Information from Vanderbilt's premises except to the extent necessary to carry out the purposes of the assignments hereunder, without the prior written consent of Vanderbilt. Upon termination of this Agreement, Supplier shall return to Vanderbilt all documents or other materials, which contain Vanderbilt Confidential Information and destroy all copies thereof.

5.2 Confidentiality Exceptions. Confidential information shall not include, and these confidentiality obligations shall not operate as a restriction on Supplier's right to use, disclose, or otherwise deal with information which:

- a. is or becomes generally available to the public through no wrongful act of Supplier;
- b. was in Supplier's possession prior to the time it was acquired from Vanderbilt and which was not directly or indirectly acquired from Vanderbilt;
- c. is independently made available as a matter of right to Supplier by a third Party;
- d. is required to be disclosed, in the opinion of Supplier's legal counsel, by court order or operation of law; or
- e. is independently developed by or for Supplier by persons not having exposure to Vanderbilt's Confidential Information not excepted above.

5.3 Period of Confidentiality. Supplier's obligations of confidentiality regarding Vanderbilt's Confidential Information shall survive this agreement.

ARTICLE VI – WARRANTIES

6.1 Professional Standards. Supplier warrants that Services shall be provided by qualified personnel in a workman-like manner conforming to generally accepted industry standards and practices for quality work as well as conforming to any special Vanderbilt standards that have been incorporated into this Agreement.

6.2 Compliance With Equal Employment and Immigration Laws. Supplier represents, warrants, and covenants that it is in full compliance with the Immigration Reform and Control Act of 1986, as amended, and will only provide Vanderbilt with personnel whose employment eligibility has been verified. Supplier explicitly warrants that it is in compliance with all applicable Federal, state and local laws, as amended, including 41 CFR 60-1.4, 41 CFR 60-250.4 and 41 CFR 60-741.4, with respect to nondiscrimination in employment on the basis of race, religion, color, national origin or sex, equal opportunity, affirmative action, employment of disabled veterans and veterans of the Vietnam era, and employment of the handicapped.

6.3 Necessary Contracts From Employees. Supplier represents, warrants, and covenants that it has or will obtain appropriate agreements with its employees and others, including any permitted subcontractors, whose services it may require, sufficient to enable full compliance with all the provisions of this Agreement, particularly Article V.

6.4 Insurance Coverage. During the term of this Agreement, Supplier shall maintain the following insurance coverage with limits not less than the amount specified and, if subcontracting is permitted, Supplier shall require its subcontractors to maintain similar insurance coverage whenever subcontractors' personnel are upon Vanderbilt's premises:

- a. Workers' Compensation with statutory limits and Employers Liability with limits of \$500,000 per accident, \$500,000 per illness per employee and \$500,000 per illness aggregate
- b. Commercial General Liability insurance for bodily injury, property damage including products and completed operations, and personal and advertising injury with minimum limits of \$1,000,000 each occurrence, \$2,000,000 aggregate, \$2,000,000 products and completed operations, \$1,000,000 personal and advertising injury limits.
- c. Automobile liability insurance (including owned, non-owned, and hired vehicles with a combined single limit for bodily injury, death, and property damage of not less than \$1,000,000 per occurrence.
- d. Umbrella/Excess Liability with a limit of \$1,000,000 per incident and shall be excess of Commercial General Liability and Automobile Liability.

Vanderbilt should be included as additional insured on the general liability and auto liability policies. The following is the proper wording that will need to be used: Vanderbilt, for the benefit of itself and its affiliated entities and their respective officers, directors, employees, representatives and agents, are named additional insureds. The liability coverages shown on this certificate are primary, non-contributing and contain waivers of subrogation against any coverage held by Vanderbilt.

Supplier shall furnish Vanderbilt with certificates of insurance, which provide sufficient information to verify that Supplier has complied with the insurance requirements of this Paragraph 6.4. Such certificates shall indicate that Vanderbilt will be given at least thirty- (30) days' advance written notice of any material change or cancellation of any policy and that the required waiver of subrogation or additional insured has been endorsed on the applicable policies. Supplier shall not commence the rendering of any Services on Vanderbilt's premises or permit its subcontractors to do so until the required insurance is obtained.

6.5 Personal Injury and Property Damage Indemnity. Notwithstanding any terms or conditions of this Agreement to the contrary, Supplier agrees at its own expense to indemnify, defend, and hold harmless Vanderbilt from and against any and all liability, loss, damage, expense, claims and demands of every kind and character, including reasonable attorney's fees, including for injury or death to person or damage to property, (hereinafter referred to as "damage claims"), arising out of or in connection with the negligent acts or omissions of the Supplier, its officers, directors, employees, agents and representatives.

ARTICLE VII – GENERAL PROVISIONS

7.1 Term and Termination. In the event that either Party breaches a material term of this Agreement that is not cured with 30 days of receipt of a written notice specifying the breach, the non-breaching Party may terminate the Agreement immediately upon expiration of the 30 day notice. In the event that the breach cannot be cured within 30 days, the breaching Party must demonstrate that it is diligently making reasonable efforts to cure the breach within a reasonable period of time.

If either Party files a petition for bankruptcy, is adjudicated bankrupt, becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver appointed for it or its business, or has a petition in bankruptcy filed against in that is not discharged within 60 days, then the other Party may terminate this Agreement immediately.

7.2 Dispute Resolution Process. In the event of any disagreement regarding performance under or interpretation of this Agreement, and prior to the commencement of any formal proceeding, the parties shall continue performance as set forth in this Agreement and shall attempt in good faith to reach a negotiated resolution by designating an appropriately authorized representative from each Party to resolve the dispute. The parties agree to employ mediation to resolve the dispute prior to initiating formal proceedings.

7.3 Assignment. Supplier may not assign this Agreement without Vanderbilt's prior written consent.

7.4 Entire Agreement, Partial Invalidity. The making, execution, and delivery of this Agreement by Supplier and Vanderbilt have been induced by no representations, statements, warranties, or agreements other than those herein expressed. This Agreement embodies the entire understanding of the parties hereto relating to Supplier's services regarding the subject matter hereof and supersedes any previous agreements or understandings, written or oral, in effect between the parties relating thereto. If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portion or portions shall not be affected thereby.

7.5 Changes In Writing, Notices. This Agreement, including any Attachments, may be amended or modified only by an instrument of equal formality signed by duly authorized representatives of the respective parties. All notices, requests, demands, or other communications hereunder other than day-to-day communications within the duties of the representatives shall be in writing and shall be deemed given if personally delivered or mailed to the address set forth below:

Vanderbilt:

Procurement Services

Director

110 21st Avenue South

Suite 1110

Nashville, TN 37203

Supplier:

7.6 Waiver of Breach. The waiver of a breach of this Agreement or the failure of a Party to exercise any right under this Agreement shall in no event constitute a waiver as to any other breach, whether similar or dissimilar in nature, or prevent the exercise of any right under this Agreement.

7.7 No Other Relationship/Obligations. Neither Party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of the other Party, except as expressly provided herein. This Agreement is not intended to be nor shall it be construed as a joint venture, association, partnership, or other form of a business organization or agency relationship.

7.8 Choice of Law. This Agreement shall be construed and the legal relations between the parties determined in accordance with the laws of the state of Tennessee and the venue for any formal action initiated in connection with this Agreement shall be in Nashville, Davidson County, Tennessee.

7.9 Force Majeure. Neither Party shall be liable for a delay in its performance of its obligations and

responsibilities under this Agreement due to extraordinary causes beyond its control, such as but not limited to war, act of terrorism, embargo, national emergency, insurrection or riot, acts of the public enemy, fire, flood or other natural disaster provided that said Party has taken reasonable measures to notify the other, in writing, of the delay. Failure of subcontractors and inability to obtain materials (unless such subcontractors and/or materials are specified by Vanderbilt or a subcontractor or material supplier is unable to perform for the above-specified reasons) shall not be considered as a force majeure delay. Further, in the event either Party is unable to meet its obligations hereunder because of such force majeure, and such inability continues for a period of 30 days or more, then either Party may terminate this Agreement effective immediately without further obligation to the other except as to delivery of and payment for Services consistent with the terms of Paragraph 7.1 of this Agreement.

7.10 Use of Vanderbilt Name. Supplier shall not use Vanderbilt’s name in any marketing and/or advertising media without Vanderbilt’s written approval to do so.

7.11 Headings Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be used to modify the meaning of the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives to be effective as of the date first above written.

Vanderbilt University

(Supplier Name)

By: _____
(signature)

By: _____
(signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment A – Proposed Menu

Vanderbilt University Performing Artist Agreement

This Agreement is made as of _____ [date] by and between Vanderbilt University, a Tennessee non-profit corporation located in Nashville, Tennessee (“Vanderbilt”), by and through its _____ [VU department name], and _____ (“Artist”), represented by _____ [agent’s name] (“Agent”) with an address of _____ . [agent’s address]

Vanderbilt hereby engages Artist to furnish, and Artist agrees to provide, the performance described below.

Performance. Nature of Event: _____ . [e.g. musical, comedy performance,]

Performance Venue: _____ .

Performance Date: _____ .

Time: _____ .

Performance Length: _____ .

Other performers, if any, for event: _____ .

Exclusive Engagement. Artist agrees that the Performance at Vanderbilt shall be Artist’s sole and exclusive public performance of any kind within 7 days before or after the Performance Date within the area 100 miles from Vanderbilt in any direction.

Venue. Vanderbilt shall provide an adequate performance venue for Artist’s performance. Vanderbilt shall provide a dressing room or rooms for Artist’s personnel as well as Vanderbilt’s standard food and refreshments for performers. Artist may request particular refreshments and Vanderbilt will make reasonable efforts to accommodate those requests. Vanderbilt shall provide for routine clean-up and janitorial maintenance of the facilities used for the performance. The Venue will be available for set up and technical rehearsal from _____ to _____ on the following date: _____ .

Entire Group. If Artist is a multi-person group, Vanderbilt expects Artist's entire group to perform at the Vanderbilt venue. Artist agrees to furnish the following performers for the event:

_____.

In the event Artist does not furnish entire group or substitutes promised performers without Vanderbilt's consent, Vanderbilt may pro rate Artist's fee accordingly.

Compensation. Performance Fee: \$_____. The fee will be paid by ACH or check made payable to _____. Performance fee payments will be issued by Vanderbilt the business day following the completion of the performance. Check will be mailed first class through the US Postal Service.

Artist's Taxpayer ID number or _____.

W-9 Form:_____.

If the duration of Artist's performance meets or exceeds the agreed Performance Length, then payment of the Performance Fee will be made by Vanderbilt immediately following completion of the performance. In the event Artist's actual performance does not meet or exceed the Performance Length, then Artist's fee shall be reduced on a pro rated basis and Vanderbilt shall have as many as 30 additional days to remit the Performance Fee to Artist.

Are any expenses to be paid by Vanderbilt in addition to the performance fee?

_____ yes _____ no

If yes, these expenses will be for _____ and may not exceed \$.

Artist or Artist's representative shall make all transportation and lodging reservations. Artist is responsible for local transportation to and from venue on the Performance Date.

If Vanderbilt is reimbursing Artist for any reimbursable expenses, original receipts for such expenses must be submitted no later than 30 days following the Performance Date above.

Except as expressly stated in this Agreement Vanderbilt shall not be responsible for the payment of union fees, insurance, or any other financial obligations. The parties agree that Artist or Artist's Agent, but not Vanderbilt, will obtain all necessary work permits or entry visas for Artist. In the event Artist is denied entry into the United States by government officials, Artist agrees to use all legal means of recourse to attempt to reverse that decision. Vanderbilt shall have no obligation to make payment until Artist has lawfully entered the United States and completed the performance required herein.

Stage Labor. Vanderbilt shall provide stage labor to rig stage, lighting, and sound equipment before and after Artist's performance. If requested by Artist in writing, Vanderbilt shall also provide labor for loading Artist's equipment into and out of the performance venue. The parties agree that Vanderbilt may provide loading services through non-union laborers.

Permission to Photograph and Record. The parties agree that Vanderbilt may make audio and video recordings of Artist's performance and include portions of such recordings or photography in University media publications. Photographs, video, or recordings made by Vanderbilt will be used only for University and student media purposes, including student yearbook, or other commemorative or news publications. Vanderbilt agrees that it will not use flash photography and will not broadcast or distribute Artist's performance in its entirety without Artist's further written permission.

Licenses. Vanderbilt agrees to obtain such licenses or permits as may be required for Vanderbilt to sponsor and host the Artist's performance.

Publicity. Vanderbilt shall be entitled to publicize Artist's event to the Vanderbilt community, including the local public. Vanderbilt shall promote Artist's performance using publicity materials supplied by Artist. Artist agrees to submit publicity materials including photographs (at least 300 dpi when printed 5 x 7 inches, in either TIFF or JPEG format) to Vanderbilt no later than 45 days prior to the Performance Date. Publicity materials should be submitted to: Linda Marks, PO Box 1508 Station B, 207 Sarratt Student Center, Vanderbilt University, and Nashville, Tennessee, 37235.

Merchandise. For certain events Vanderbilt may designate an area in proximity to the event's venue for use by Artist to sell merchandise related to Artist or the performance. Artist agrees that it shall pay to Vanderbilt 20% of the revenue collected from merchandise sales. Artist agrees to collect applicable sales tax and hold VU harmless from any liability related to its sale of merchandise. Vanderbilt shall have the right to inventory merchandise before and after sales for purposes of determining amounts to be paid Vanderbilt by Artist under this provision.

Cancellation. In the event this Agreement is cancelled by either party 30 days or more before the date of the performance, the liability of the canceling party to the other shall be limited to Artist's non-refundable travel expenses (if cancellation is by Vanderbilt) or to the advertising, promotional, and ticketing expenses already incurred by Vanderbilt (if cancelled by Artist). Except as may otherwise be provided herein if either party cancels the Agreement within 29 days of the performance date, the liability of the canceling party shall be one half of the Performance Fee, it being agreed that in this regard actual damages to the aggrieved party on account of cancellation shall be difficult, if not impossible, to calculate, and that this amount represents a reasonable amount of liquidated damages and not a penalty.

This Agreement may be cancelled at any time by mutual written agreement of the parties.

In addition, Vanderbilt shall have the right to cancel this Agreement without liability of any kind in the event Artist, prior to the performance, is charged with or commits a crime or act of moral turpitude such that Vanderbilt, in its sole discretion, would be exposed to public embarrassment or ridicule for hosting Artist's performance.

Vanderbilt shall have the sole authority to cancel an outdoor event on account of weather. In the event that an outdoor Venue is selected and inclement weather requires Vanderbilt to cancel the event, then the parties agree to work in good faith to find an alternative date for the performance. This shall be the sole remedy for the parties in the case of cancellation by Vanderbilt on account of weather.

Readiness to Perform. In the even the Artist is not ready to perform at curtain time, or if (a) any performing personnel are not present, or (b) if the Artist arrives at the performance in such a condition as to appear to a reasonable person to be incapable of performing in a reasonably acceptable manner, then Artist shall be deemed to

have committed a material breach of this contract and Vanderbilt shall have the absolute right in its sole discretion to cancel the performance or terminate the performance in progress, and to refuse payment accordingly. It is the Artist's responsibility to pay for any standby musicians required by the American Federation of Musicians or its local.

Artistic Control. Artist shall have artistic control over the performance and artist's personnel. Vanderbilt, however, shall have the right to direct Artist to discontinue any activity constituting violation of Vanderbilt policy, as well as any federal, state, or local law.

Independent Contractor. The parties are independent contractors and neither is an employee of the other. Each party shall be responsible for, and hold the other harmless from, any injuries caused by it or suffered by its personnel during the performance of this agreement, including injuries which may be compensable under any workers' compensation laws.

No assignment. Neither party may assign this Agreement without the written consent of the other.

Confidentiality. The parties agree to maintain the absolute confidentiality of all the terms, conditions, and arrangements contained herein and/or associated with the appearance by Artist.

Force Majeure. Performance by either party may be excused by the occurrence of events beyond the control of the parties, including unavoidable travel interruptions, flood or other weather-related emergency or disaster, fire, strikes or labor and employment disputes, or terrorism, provided that the affected party provides notice to the other as soon as reasonably possible after the occurrence of a force majeure event. Upon the declaration of a force majeure event neither party shall bear liability to the other for non-performance. The parties agree to work together in good faith to discuss alternative dates for the event.

Choice of Law and Forum. This contract is for the performance of an event in Tennessee. Tennessee law shall govern the interpretation of the contract and any disputes concerning the contract shall be adjudicated in Davidson County Tennessee.

Insurance. Each party shall carry and maintain insurance to cover its negligent actions and omissions as well as loss or damage to its property that may be caused by third parties. Each party shall insure for workers compensation loss as may be required by law.

Attorney's Fees. Each party shall bear its own attorney's fees in any dispute, mediation, or negotiation concerning any issue related to or arising out of this Agreement.

Amendment. This Agreement may not be amended except by a writing signed by the parties.

Notices. All notices or requests given by one party to the other related to this Agreement must be in writing. Notices given to Artist must go to the following person:

[name, address, phone, fax no.]

Notices given to Vanderbilt must go to the following person:

[name, address, phone, fax no.]

Notices are deemed to have been properly given when (i) delivered by registered or certified U.S. mail, return receipt requested (ii) by a nationally recognized overnight courier service or by (iii) facsimile transmission to the facsimile number listed above, provided that an original counterpart is sent by one of the two other delivery methods described in this section.

Authority to Execute. If someone other than Artist signs this Agreement on behalf of Artist, the person signing expressly warrants authorization by Artist to do so.

Copy of Contract to Artist/Tour Manager. If the person executing this agreement on behalf of Artist is an agent, he or she agrees to provide a copy of the contract to the Artist or Artist's Tour Manager immediately following execution.

Backstage Guests. Artist agrees that any guests permitted backstage must conform to Vanderbilt's standards of conduct for University facilities. Artists and guests may be escorted from the University campus for violation of University's standards of conduct.

Hospitality. For certain events Vanderbilt may provide food, refreshments, or other amenities to Artist or Artist's personnel. If attached hereto, Vanderbilt's Hospitality Rider describes the extent of such food and amenities offered by the University.

Technical Rider. Artist's Technical Rider becomes a part of this Agreement when signed by the parties. If any provisions of the Technical Rider conflict with this Agreement, then the terms of this Agreement will be controlling.

Hospitality. For certain events Vanderbilt may provide food, refreshments, or other amenities to Artist or Artist's personnel. If attached hereto, Vanderbilt's Hospitality Rider describes the extent of such food and amenities offered by the University.

Technical Rider. Artist's Technical Rider becomes a part of this Agreement when signed by the parties. If any provisions of the Technical Rider conflict with this Agreement, then the terms of this Agreement will be controlling.

Headings Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be used to modify the meaning of the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives to be effective as of the date first above written.

For Vanderbilt

Artist

Title

Print Name

Date

Date

Attachment B - Supplier Proposal
HOSPITALITY RIDER

Vanderbilt agrees to provide, at no costs to the Producer or Artist the following refreshments.

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Agreement for Speaking Engagement at Vanderbilt University

This Agreement is made as of _____ [date] by and between Vanderbilt University, a Tennessee non-profit corporation located in Nashville, Tennessee (“Vanderbilt”), and _____ (“Speaker”), represented by _____ [agent’s name] with an address of _____ . [agent’s address]

Vanderbilt hereby engages Speaker to deliver a speech, presentation, or performance, as is further described below, and Speaker agrees to perform the engagement under the following terms and conditions.

Title and Description of Event: _____ . [e.g. speech, comedy performance, etc.]

Performance Venue: _____ .

Performance Date: _____ .

Time: _____ .

Performance Length: _____ .

Other performers, if any, for Event: _____ .

Exclusive Engagement. Speaker agrees that the Event at Vanderbilt shall be Speaker's sole and exclusive public engagement of any kind within seven (7) days before or after the Event Date within the area 100 miles from Vanderbilt in any direction.

Venue. Vanderbilt shall provide an adequate venue for Speaker's event. Vanderbilt shall provide a dressing room for Speaker, if required, as well as Vanderbilt's standard food and refreshments for performers. Speaker may request particular refreshments and Vanderbilt will make reasonable efforts to accommodate those requests. Vanderbilt shall provide for routine clean-up and janitorial maintenance of the facilities used for the performance. Vanderbilt may in its discretion change the venue location at any time to accommodate changes in the number of attendees or for maintenance or other reasons.

Compensation. Speaker's Fee: \$_____. The fee will be paid by ACH or check made payable to _____. Performance fee payments will be issued by Vanderbilt the business day following the completion of the performance. Checks will be mailed first class through the US Postal Service.

Speaker's Taxpayer ID number/W-9 _____.

The fee will be all inclusive unless Vanderbilt has agreed in writing to reimburse Speaker for travel and lodging expenses for an amount not to exceed \$ _____. Speaker or Speaker's representative shall make all transportation and lodging reservations. Speaker is responsible for local transportation to and from venue on the Event Date.

If Vanderbilt is reimbursing Speaker for any reimbursable expenses, original receipts for such expenses must be submitted no later than 30 days following the Event Date. Receipts submitted later than 30 days following the Event Date are not eligible for reimbursement.

Exclusive Engagement. Speaker agrees that the Event at Vanderbilt shall be Speaker's sole and exclusive public engagement of any kind within seven (7) days before or after the Event Date within the area 100 miles from Vanderbilt in any direction.

Venue. Vanderbilt shall provide an adequate venue for Speaker's event. Vanderbilt shall provide a dressing room for Speaker, if required, as well as Vanderbilt's standard food and refreshments for performers. Speaker may request particular refreshments and Vanderbilt will make reasonable efforts to accommodate those requests. Vanderbilt shall provide for routine clean-up and janitorial maintenance of the facilities

used for the performance. Vanderbilt may in its discretion change the venue location at any time to accommodate changes in the number of attendees or for maintenance or other reasons.

Compensation. Speaker's Fee: \$_____. The fee will be paid by ACH or check made payable to _____. Performance fee payments will be issued by Vanderbilt the business day following the completion of the performance. Checks will be mailed first class through the US Postal Service.

Speaker's Taxpayer ID number/W-9 _____.

The fee will be all inclusive unless Vanderbilt has agreed in writing to reimburse Speaker for travel and lodging expenses for an amount not to exceed \$ _____. Speaker or Speaker's representative shall make all transportation and lodging reservations. Speaker is responsible for local transportation to and from venue on the Event Date.

If Vanderbilt is reimbursing Speaker for any reimbursable expenses, original receipts for such expenses must be submitted no later than 30 days following the Event Date. Receipts submitted later than 30 days following the Event Date are not eligible for reimbursement.

Except as expressly stated in this Agreement Vanderbilt shall not be responsible for any other financial obligations. The parties agree that Speaker or Speaker's Agent, but not Vanderbilt, will obtain all necessary work permits or entry visas for Speaker. In the event Speaker is denied entry into the United States by government officials, Speaker agrees to use all legal means of recourse to attempt to reverse that decision. Vanderbilt shall have no obligation to make payment until Speaker has lawfully entered the United States and completed the performance required herein.

Permission to Photograph and Record. The parties agree that Vanderbilt may make audio and video recordings of Speaker's performance and include portions of such recordings or photography in University media publications. Photographs, video, or recordings made by Vanderbilt will be used only for University and student media purposes, including student yearbook, or other commemorative or news publications. Vanderbilt agrees that it will not use flash photography and will not broadcast or distribute Speaker's performance in its entirety without Speaker's further written permission.

Publicity. Vanderbilt shall be entitled to publicize Speaker's event to the Vanderbilt community, including the local public utilizing all materials provided by Speaker to Vanderbilt. Vanderbilt prefers that publicity materials including photographs (at least 300 dpi when printed 5 x 7 inches, in either TIFF or JPEG format) be submitted to Vanderbilt no later than 45 days prior to the Event Date. Publicity materials should be

submitted to: **[optional]** Linda Marks, PO Box 1508 Station B, 207 Saratt Student Center, Vanderbilt University, Nashville, Tennessee, 37235.

Merchandise. Speaker acknowledges that Vanderbilt's Book Store has the first right to offer books, CDs, T-shirts and other merchandise for sale at all events on the Vanderbilt campus. If the Bookstore declines to sell merchandise in connection with Speaker's event, then Vanderbilt may designate an area in proximity to the event's venue for use by Speaker to sell merchandise related to Speaker or the performance. Speaker agrees that he or she shall pay to Vanderbilt 20% of the revenue collected from merchandise sales. Speaker agrees to collect applicable sales tax and hold VU harmless from any liability related to its sale of merchandise. Vanderbilt shall have the right to inventory merchandise before and after sales for purposes of determining amounts to be paid Vanderbilt by Speaker under this provision.

Cancellation. In the event this Agreement is cancelled by either party 30 days or more before the date of the performance, the liability of the canceling party to the other shall be limited to Speaker's non-refundable travel expenses (if cancellation is by Vanderbilt) or to the advertising, promotional, and ticketing expenses already incurred by Vanderbilt (if cancelled by Speaker). Except as may otherwise be provided herein if either party cancels the Agreement within 29 days of the performance date, the liability of the canceling party shall be one half of the Performance Fee, it being agreed that in this regard actual damages to the aggrieved party on account of cancellation shall be difficult, if not impossible, to calculate, and that this amount represents a reasonable amount of liquidated damages and not a penalty.

This agreement may be cancelled at any time by mutual written agreement of the parties.

In addition, Vanderbilt shall have the right to cancel this agreement without liability of any kind in the event Speaker, prior to the performance, is charged with or commits a crime or act of moral turpitude such that Vanderbilt, in its sole discretion, would be exposed to public embarrassment or ridicule for hosting Speaker's performance.

Vanderbilt shall have the sole authority to cancel an outdoor event on account of weather.

Readiness to Perform. In the even the Speaker is not ready to perform at the Event's starting time, or if the Speaker arrives at the Event in such a condition as to appear to a reasonable person to be incapable of performing in a reasonably acceptable manner, then Speaker shall be deemed to have committed a material breach of this contract and Vanderbilt shall have the absolute right in its sole discretion to cancel the performance or terminate the performance in progress, and to refuse payment accordingly.

Independent Contractor. The parties are independent contractors and neither is an employee of the other. Each party shall be responsible for, and hold the other harmless from, any injuries caused by it or suffered

by its personnel during the performance of this agreement, including injuries which may be compensable under any workers' compensation laws.

No Assignment. Neither party may assign this Agreement without the written consent of the other.

Force Majeure. Performance by either party may be excused by the occurrence of events beyond the control of the parties, including unavoidable travel interruptions, flood or other weather-related emergency or disaster, fire, strikes or labor and employment disputes, or terrorism, provided that the affected party provides notice to the other as soon as reasonably possible after the occurrence of a force majeure event. Upon the declaration of a force majeure event neither party shall bear liability to the other for non-performance. The parties agree to work together in good faith to discuss alternative dates for the event.

Choice of Law and Forum. This contract is for the performance of an event in Tennessee. Tennessee law shall govern the interpretation of the contract and any disputes concerning the contract shall be adjudicated in Davidson County Tennessee.

Amendment. This Agreement may not be amended except by a writing signed by the parties.

Confidentiality. The parties agree to maintain the absolute confidentiality of all the terms, conditions, and arrangements contained herein and/or associated with the appearance by Speaker.

Notices. All notices or requests given by one party to the other related to this Agreement must be in writing. Notices given to Speaker must go to the following person:

[name, address, phone, fax no.]

Notices given to Vanderbilt must go to the following person:

[name, address, phone, fax no.]

Notices are deemed to have been properly given when (i) delivered by registered or certified U.S. mail, return receipt requested (ii) by a nationally recognized overnight courier service or by (iii) facsimile

transmission to the facsimile number listed above, provided that an original counterpart is sent by one of the two other delivery methods described in this section.

Authority to Execute. If someone other than Speaker signs this Agreement on behalf of Speaker, the person signing expressly warrants authorization by Speaker to do so.

Copy of Contract to Speaker/Tour Manager. If the person executing this agreement on behalf of Speaker is an agent, he or she agrees to provide a copy of the contract to the Speaker immediately following execution.

Backstage Guests. Speaker agrees that any guests permitted backstage must conform to Vanderbilt's standards of conduct for University facilities. Speakers and guests may be escorted from the University campus for violation of University's standards of conduct.

Hospitality. For certain events Vanderbilt may provide food, refreshments, or other amenities to Speaker or Speaker's personnel. If attached hereto, Vanderbilt's Hospitality Rider describes the extent of such food and amenities offered by the University.

Headings Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be used to modify the meaning of the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives to be effective as of the date first above written.

For Vanderbilt University

Speaker/Agent

Title

Title

Date

Date

**VANDERBILT UNIVERSITY
FACILITY RENTAL AGREEMENT**

This Agreement is entered into this ____ day of _____, 200_, by and between Vanderbilt University, a Tennessee not for profit corporation, located for purposes of this Agreement at 2201 West End Avenue, Nashville, TN 37235 (hereinafter "Vanderbilt") and _____ **[name of corporation, partnership, limited liability company, etc...]** duly incorporated under the laws of **[State and/or Country]** with a principal place of business at **[Address]**, (hereinafter "Lessee").

WHEREAS, Vanderbilt is the owner of various educational facilities ("Facilities") located in Nashville, Tennessee; and,

WHEREAS, Vanderbilt is willing to lease these Facilities for use by third parties subject to certain terms, limitations, and restrictions as set forth hereinafter; and,

WHEREAS, Lessee desires to lease from Vanderbilt those Facilities described in Schedule "A" for the monetary consideration also set forth in Schedule "A".

NOW THEREFORE, in consideration of the mutual covenants, promises and conditions contained in this Agreement, the sufficiency of which is acknowledged, Vanderbilt and Lessee agree as follows:

1. Lease and Term

Vanderbilt shall lease the Facilities set forth in Schedule "A" to Lessee upon the dates and times set forth in Schedule "A" for the following purpose(s): _____ **[insert name of event/function]**.

2. Obligations of Lessee

During the Term, the Lessee shall:

- (a) not conduct or permit to be conducted in the Facilities any illegal or unlawful activity or any activity that, in Vanderbilt's opinion, may damage Vanderbilt's public image or reputation or tend to be offensive to public morals or standards;
- (b) not install or erect any fixtures or improvements in or in any manner alter the Facilities or bring onto the Facilities any movable, portable or temporary structure, without Vanderbilt's prior written approval and, if Vanderbilt so approves same, any costs incurred by Lessee or Vanderbilt in so installing, erecting, altering or moving shall be borne by Lessee;
- (c) not display any sign, decal, lettering, design, display, advertisement or notice on the Facilities, unless approved in writing by Vanderbilt;
- (d) comply with all rules and policies of Vanderbilt in respect of its Facilities and buildings, as amended from time to time, such rules and policies being read as part of this Agreement;
- (e) not bring onto the Facilities any hazardous or toxic substances, pollutants, wastes, deleterious materials or substances;

3. Insurance

Lessee shall provide to Vanderbilt evidence of general liability insurance coverage for the use of these Facilities in an amount not less than \$1,000,000 per occurrence, \$2,000,000 aggregate.

Vanderbilt should be included as additional insured on the general liability policy. The following is the proper wording that will need to be used: "Vanderbilt University, for the benefit of itself and its affiliated entities and their respective officers, directors, employees, representatives and agents, are named additional insureds. The liability coverages shown on this certificate are primary, non-contributing and contain waivers of subrogation against any coverage held by Vanderbilt University."

4. Indemnification

Lessee acknowledges that Vanderbilt cannot be responsible for the safe keeping of equipment, supplies, written materials or other valuable items left in the Facilities. Loss or damage to your displays and/or decorations or other property brought into the Vanderbilt campus will be the sole responsibility of Lessee for which Vanderbilt will assume no liability. Lessee is responsible for the conduct of all persons in attendance and for any damage incurred upon Facilities or Vanderbilt employees, agents and representatives by individuals associated with or representing Lessee's event.

Lessee agrees to indemnify, defend, and hold harmless Vanderbilt, its Board of Directors, officers, employees, agents and representatives from any and all liability or claim of liability including liability for personal injury and property damage, arising out of or in any way connected with Lessee's use of said Facilities; provided, however, that such indemnification shall not apply to any liability arising solely out of the intentional acts, willful misconduct, or gross negligence of Vanderbilt.

For the purpose of these indemnities, the activities of Lessee and its agents, subcontractors, suppliers, or employees on or about the Vanderbilt Facilities shall be deemed to relate to Lessee's activities pursuant to this Agreement whether or not such activities are within the scope of their agency or employment or the event.

5. Election by Vanderbilt

Vanderbilt shall have the right, in its sole discretion, to eject any person from the Facilities and from Vanderbilt's campus that Vanderbilt considers objectionable or disruptive and further shall have the right, in its sole discretion, to refuse to admit to the Facilities and/or Vanderbilt's campus any person.

6. No Assignment by Lessee

Lessee shall not assign its rights herein.

7. Choice of Law

THIS AGREEMENT SHALL BE CONSTRUED AND THE LEGAL RELATIONS BETWEEN THE PARTIES DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TENNESSEE AND VENUE FOR ANY FORMAL ACTION INITIATED IN CONNECTION WITH THIS AGREEMENT SHALL BE IN NASHVILLE, DAVIDSON COUNTY, TENNESSEE.

8. Entire Agreement, Partial Invalidity

Should any portion of this Agreement be declared invalid, illegal, or unenforceable by a court of competent jurisdiction; then such invalidity, unenforceability or illegality shall not affect the other provisions of this Agreement which shall remain in full force and effect.

9. Amendments

This Agreement constitutes the complete understanding of the parties and may not be amended without the expressed written consent of Vanderbilt and Lessee.

10. Cancellation

In the unlikely event that you should decide to cancel this event at any time after execution of this Agreement, the following cancellation charges will apply, which are not a penalty and represents a reasonable effort by Vanderbilt to establish its loss prospectively and are liquidated damages:

\$_____ [insert amount of cancellation charge]

Any attempted exercise of this right without the inclusion of payment, as set forth above, shall be invalid. Proper notice of cancellation is not default rather an exercise of a right under this Agreement to cancel this Agreement without any further obligations.

11. Force Majeure

Neither party shall be liable for a delay in its performance of its obligations and responsibilities under this Agreement due to extraordinary causes beyond its control, such as but not limited to war, act of terrorism, embargo, national emergency, insurrection or riot, acts of the public enemy, fire, flood or other natural disaster provided that said party has taken reasonable measures to notify the other, in writing, of the delay. Further, in the event either party is unable to meet its obligations hereunder because of such force majeure, then either party may terminate this Agreement effective immediately without further obligation to the other except for payment or refund of the deposit.

12. Use of Vanderbilt Name

Lessee shall not use Vanderbilt's name in any marketing and/or advertising media without Vanderbilt's written approval to do so.

13. Headings Not Controlling

Headings used in this Agreement are for reference purposes only and shall not be used to modify the meaning of the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives to be effective as of the date first above written.

VANDERBILT UNIVERSITY

LESSEE

By:

By:

(signature)

(signature)

Name:

Name:

Title:

Title:

Date:

Date:

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EXTERNAL FACILITY RENTAL AGREEMENT

This Agreement is entered into this ____ day of _____, 20__, by and between Vanderbilt University, a Tennessee not for profit corporation, located for purposes of this Agreement at 2201 West End Avenue, Nashville, TN 37235 (hereinafter "Vanderbilt") and _____ **[name of corporation, partnership, limited liability company, etc..]** duly incorporated under the laws of _____ **[State and/or Country]** with a principal place of business at _____ **[Address]**, (hereinafter "Lessor").

WHEREAS, Lessor is the owner of a facility ("Facility") located in _____ **[address of facility to be leased or rented]**; and,

WHEREAS, Lessor is willing to lease or rent the Facility for use by Vanderbilt subject to certain terms, limitations, and restrictions as set forth hereinafter; and,

WHEREAS, Lessor desires to lease or rent to Vanderbilt the Facility described in Schedule "A" for the monetary consideration also set forth in Schedule "A".

NOW THEREFORE, in consideration of the mutual covenants, promises and conditions contained in this Agreement, the sufficiency of which is acknowledged, Vanderbilt and Lessor agree as follows:

1. Lease and Term

Lessor shall lease or rent the Facility set forth in Schedule "A" to Vanderbilt upon the dates and times set forth in Schedule "A" for the following purpose(s): _____ **[insert name of event/function and name of Vanderbilt group]**.

2. Obligations of Vanderbilt

During the Term, Vanderbilt shall:

- (a) not install or erect any fixtures or improvements in or in any manner alter the Facilities or bring onto the Facilities any movable, portable or temporary structure, without Lessor's prior written approval and, if Lessor so approves same, any costs incurred by Lessor in so installing, erecting, altering or moving shall be borne by Vanderbilt;
- (b) not display any sign, decal, lettering, design, display, advertisement or notice on the Facilities, unless approved in writing by Lessor;
- (c) comply with all rules and policies of Lessor in respect of its Facilities as amended from time to time, such rules and policies being read as part of this Agreement;
- (d) not bring onto the Facilities any hazardous or toxic substances, pollutants, wastes, deleterious materials or substances;

3. Insurance

Lessor shall provide to Vanderbilt evidence of general liability insurance coverage for the Facilities in an amount not less than \$1,000,000 per occurrence, \$2,000,000 aggregate.

4. Indemnification

Lessor agrees to indemnify, defend, and hold harmless Vanderbilt, its Board of Directors, officers, employees, agents, students and representatives from any and all liability or claim of liability including liability for personal injury and property damage, arising out of or in any way connected with Lessor's use of the Facilities; provided, however, that such indemnification shall not apply to any liability arising solely out of the intentional acts, willful misconduct, or negligence of Vanderbilt.

Vanderbilt agrees to indemnify, defend, and hold harmless Lessor, its officers, employees, agents and representatives from any and all liability or claim of liability including liability for personal injury and property damage, arising out of or in any way connected with Vanderbilt's use of the Facilities; provided, however, that such indemnification shall not apply to any liability arising solely out of the intentional acts, willful misconduct, or negligence of Lessor.

5. No Assignment

Neither Party shall assign its rights herein without the prior written consent of the other Party.

6. Choice of Law

THIS AGREEMENT SHALL BE CONSTRUED AND THE LEGAL RELATIONS BETWEEN THE PARTIES DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TENNESSEE AND VENUE FOR ANY FORMAL ACTION INITIATED IN CONNECTION WITH THIS AGREEMENT SHALL BE IN NASHVILLE, DAVIDSON COUNTY, TENNESSEE.

7. Entire Agreement, Partial Invalidity

Should any portion of this Agreement be declared invalid, illegal, or unenforceable by a court of competent jurisdiction; then such invalidity, unenforceability or illegality shall not affect the other provisions of this Agreement which shall remain in full force and effect.

8. Amendments

This Agreement constitutes the complete understanding of the parties and may not be amended without the expressed written consent of Vanderbilt and Lessor.

9. Cancellation

In the unlikely event that Vanderbilt should decide to cancel this event at any time after execution of this Agreement, the following cancellation charges will apply, which are not a penalty and represents a reasonable effort by Lessor to establish its loss prospectively and are liquidated damages:

\$ _____ **[insert amount of cancellation charge]**

Any attempted exercise of this right without the inclusion of payment, as set forth above, shall be invalid. Proper notice of cancellation is not default rather an exercise of a right under this Agreement to cancel this Agreement without any further obligations.

10. Force Majeure

Neither party shall be liable for a delay in its performance of its obligations and responsibilities under this Agreement due to extraordinary causes beyond its control, such as but not limited to war, act of terrorism, embargo, national emergency, insurrection or riot, acts of the public enemy,

fire, flood or other natural disaster provided that said party has taken reasonable measures to notify the other, in writing, of the delay. Further, in the event either party is unable to meet its obligations hereunder because of such force majeure, then either party may terminate this Agreement effective immediately without further obligation to the other except for payment or refund of the deposit.

11. Use of Vanderbilt Name

Lessor shall not use Vanderbilt's name in any marketing and/or advertising media without Vanderbilt's written approval to do so.

12. Headings Not Controlling

Headings used in this Agreement are for reference purposes only and shall not be used to modify the meaning of the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives to be effective as of the date first above written.

VANDERBILT UNIVERSITY

LESSOR

By:

By:

(signature)

(signature)

Name:

Name:

Title:

Title:

Date:

Date:

Schedule A

1. Description of Lessor's Facilities: _____

Address: _____

City: _____

State: _____

Zip _____

- 2.(a) Date(s) of Event: _____

(b) Hours: From _____ a.m./p.m. to _____ a.m./p.m.

on the following days: _____

3. Purpose of Lease/Rental:

4. Services:
 - (a) Audio Visual:
 - (b) Custodial:
 - (c) Other:

**LIMITED PREMISES USE AND ACCESS LICENSE
BY AND BETWEEN VANDERBILT UNIVERSITY
AND VENDOR**

This Limited Premises Use and Access License (“License”), is granted by Vanderbilt University, a Tennessee nonprofit tax-exempt educational institution (“Vanderbilt”) and:

_____ (“Vendor”), under the terms and conditions set forth herein.

Vendor understands and acknowledges that this License is strictly limited in scope and duration and may be terminated by Vanderbilt at any time and for any reason, at Vanderbilt’s sole discretion, upon notice to Vendor. Although there is no charge to Vendor by Vanderbilt, this License is solely granted subject to Vendor’s full compliance with the Terms and Conditions set forth in this document. Upon termination, Vendor agrees it must immediately vacate the property of Vanderbilt without delay.

SPECIFIC INFORMATION FOR PREMISES USE AND ACCESS

Date(s): _____

Hours of Operation: _____

Campus Location: _____

Activity Description: _____

GENERAL TERMS AND CONDITIONS

1) ALCOHOLIC BEVERAGES: The sale or distribution of alcoholic beverages is prohibited.

2) CONTACT FOR VENDOR: _____
CONTACT FOR VANDERBILT: _____

3) HOUSEKEEPING: Vanderbilt will provide trash receptacles and general trash and debris pickup throughout the event and at the end of event. Vendor is responsible for clean-up in the area around the Vendor’s activities.

4) CERTIFICATION AND LICENSES: For any food and/beverages sales: All applicable permits including Board of Health certification must be maintained by the Vendor and be in good standing on the date of the event. Vendor must also operate in accordance with all applicable federal, state, city, county and local laws and ordinances, particularly pertaining to appropriate sanitation standards in the handling of any food or beverages.

5) VENDOR EMPLOYEES: Personnel used by Vendor in the performance of the work hereunder shall be employees or agents of Vendor and under no circumstances are such personnel to be considered employees or agents of Vanderbilt.

7) PARKING: Parking at Vanderbilt for Vendor personnel shall be: _____.

8) ONSITE ACTIVITY: Vendor personnel must comply with applicable Vanderbilt policies and instructions from authorized Vanderbilt representatives while Vendor is on Vanderbilt property.

9) TAXES AND FEES: Vendor is solely responsible for all taxes and fees due as a result of Vendor activity, such as sales tax charges.

10) INSURANCE COVERAGE. Vendor shall maintain the following insurance coverage with limits not less than the amount specified:

- a) Worker’s Compensation with statutory limits and Employer’s Liability with limits of \$500,000 per accident, \$500,000 per illness per employee and \$500,000 per illness aggregate.
- b) Commercial General Liability Insurance with a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage, products and completed operations, and personal and advertising injury.
- c) Automobile Liability Insurance (including owned, non-owned, and hired vehicles) with a combined single limit for bodily injury, death, and property damage of not less than \$1,000,000 per occurrence.
- e) Umbrella/Excess Liability with a limit of \$1,000,000 per incident and shall be excess of Commercial General Liability and Automobile Liability.
- f) Vendor shall furnish Vanderbilt with certificates of insurance, which provide sufficient information to verify that Vendor has complied with the insurance requirement of this agreement.

The following is proper wording for insurance certificates:
Vanderbilt, for the benefit of itself and its affiliated entities and their respective officers, directors, employees, representatives, or agents, are named additional insureds. The liability coverages shown on this certificate are primary, non – contributing and contain waivers of subrogation against any coverage held by Vanderbilt.

Notwithstanding any other provision in this License, Vendor expressly agrees at its own expense to fully indemnify, defend, and hold harmless Vanderbilt from and against any and all liability, loss, damage, expense, claims, and or death to any person or damage to any property, arising out of or in connection with the acts or omissions of the Vendor, its employees or agents.

Vanderbilt University

Vendor: _____

By: _____
 (signature)

By: _____
 (signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

BUDGET TEMPLATE

Item	#	Cost Each	Total Amount	Per Person Cost	Description
AV/Stage			\$ -	#DIV/0!	
Program, entertainment					
Bar* include full bar during cocktails & dinner wine			\$ -	#DIV/0!	
Bar set-ups*			\$ -	#DIV/0!	
Incl soft drinks, water, mixers, ice, napkins					
Caterer			\$ -	#DIV/0!	
Caterer - waitstaff or service chg.			\$ -	#DIV/0!	
Décor - Flowers			\$ -	#DIV/0!	
Décor - Linens-			\$ -	#DIV/0!	
Décor - Other/Misc.			\$ -	#DIV/0!	
Décor - Prop Rental			\$ -	#DIV/0!	
Entertainment			\$ -	#DIV/0!	
General - Signage			\$ -	#DIV/0!	
General - Supplies/Misc.			\$ -	#DIV/0!	
Parking / Shuttles			\$ -	#DIV/0!	
Plant Operations			\$ -	#DIV/0!	
Housekeeping, furniture, movement, electrical, carpenters					
Rental - Chairs			\$ -	#DIV/0!	
Rental - China, glassware, utensils			\$ -	#DIV/0!	
Rental - Glassware			\$ -	#DIV/0!	
Rental - Misc. catering rentals, fans, heaters			\$ -	#DIV/0!	
Rental - Tent			\$ -	#DIV/0!	
Rental - Tables			\$ -	#DIV/0!	
Rental- Setup fee, Damage Waiver, Discount			\$ -	#DIV/0!	
Security (as necessary)			\$ -	#DIV/0!	
Shipping			\$ -		
Site Fee			\$ -	#DIV/0!	
Student Workers			\$ -	#DIV/0!	
Total Expenses			\$ -	#DIV/0!	
# of Guests Guaranteed				#DIV/0!	
Final Attendance				#DIV/0!	
Walk On					
No Show					
Invitations Mailed					Invitation Cost - Paper/Printing
% of attendance from invitations mailed					Invitation Mailing - mailhouse/postage
Printed program					Program - Paper/Printing
Total Expenses - invitations, program				0	
TOTAL				#DIV/0!	

