DEPOSIT: To confirm and guarantee reservations, the University must receive a deposit from the Sponsor in the amount set forth above on or before the date set forth above. The amount of the non-refundable deposit will be determined by the University in its sole discretion. The deposit will be credited toward final billing. If the Sponsor fails to timely submit the required deposit, the University is not required to and cannot guarantee the reservations.

INSURANCE AND INDEMNITY: The Sponsor will arrange for the University to receive a Certificate of Liability Insurance (naming the University of San Diego as co-insured) from the Sponsor's insurance company at least sixty (60) working days prior to the Sponsor's arrival date. The liability insurance will cover the entire period of the Sponsor's program including all early arrival and late departure dates. The minimum coverage must be as follows:

Bodily Injury $300,000.00 each person/$1,000,000.00 per accident

Property Damage $300,000.00 each accident

The Sponsor agrees to and shall defend, indemnify and hold the University and its employees, volunteers and agents free and harmless from all liability, loss, damage, costs, attorney's fees, and all other claims of any nature asserted against the University or any of its employees, volunteers or agents that arise from or relate in any way to this Agreement or the Sponsor's event at the University, and that are caused or alleged to be caused in whole or in part by any acts of the Sponsor, its employees, volunteers, or agents.

DAMAGE: The Sponsor agrees to be responsible for the proper care of the University's premises and property that are used or accessed in connection with this agreement and the Sponsor's event, and to restore them to their condition as of the date Sponsor entered or used the premises or property. The University will bill the Sponsor for any damage or repairs to the University's premises or property that are caused by the Sponsor or any person who was on or using the premises or property under the Sponsor's direction or participating in the Sponsor's event. Any such charges shall be due and payable by the sponsor to the University within ten (10) days of the Sponsor's receipt of the bill from the University.
SMOKING: Smoking is prohibited in all University residence halls, classrooms, meeting facilities, and dining rooms. Guests who choose to smoke must maintain a distance of at least twenty (20) feet from any openings to University buildings, including doorways, operable windows, and vents to those buildings. All other provisions of the University's Tobacco Policy shall apply.

IMPOSSIBILITY: If either party is unable to carry out this Agreement by reasons of accident, strike, labor dispute, serious illness or death of key personnel, energy shortage, governmental directive, an act of God, an act or threatened act of terrorism, or force majeure, or in the event the agreed upon premises are destroyed or rendered unusable by fire, storm, earthquake, or other reason outside the control of either party, that party will not be held responsible under this Agreement. The Sponsor's non-refundable deposit shall be returned, and the Sponsor will not be assessed additional charges.

CATERING: USD Banquets & Catering is the exclusive caterer. Policies, pricing and menus are available online at www.sandiego.edu/catering or by calling (619) 260-4560.

CLEANING: For larger events if extra cleaning is needed fees may apply.

FINAL BILLING: Payments in full are due thirty (30) calendar days after the billing date. Any late payments are subject to late payment charges of 18% per annum, or 1.5% per month. Required state or federal taxes will be applied to all charges.

ENTIRE AGREEMENT: The parties declare and represent that no promise, inducement or agreement not herein expressed has been made to them and that this Agreement contains the full and entire agreement between and among the parties relating to the subject matter herein, and that the terms of this Agreement are contractual and not a mere recital.

AMENDMENTS/SEVERABILITY: This Agreement may not be amended, except through a writing signed by authorized representatives of the University and the Sponsor. If any provision of this Agreement, or part thereof, is held invalid, void or voidable as against public policy or otherwise, the invalidity shall not affect other provisions, or parts thereof, which may be given effect without the invalid provision or part. To this extent, the provisions, and parts thereof, of this Agreement are severable.

CHOICE OF LAW/VENUE/ATTORNEYS' FEES: This Rental Agreement shall be governed by and construed under the laws of the State of California. Any dispute arising out of or relating to this Agreement shall only be brought in San Diego, California. Each of the parties to this Agreement submits to the personal jurisdiction of the court or other forum in San Diego in any action or proceeding arising out of or relating to this Agreement. If any action or other proceeding is brought to enforce any of the provisions of this Agreement the prevailing party shall be entitled to recover reasonable attorneys' fees incurred.
**AUTHORITY:** By signing below, the representative from each party represents that he/she is duly authorized to sign the Agreement on behalf of either the University or the Sponsor.

**NO WAIVER:** The failure of the University to exercise any right or remedy available to it under this Agreement shall not be deemed to be a waiver by the University of any such rights or remedies. No terms or conditions of this Agreement required to be performed by the Sponsor and no breach thereof shall be waived, altered, or modified except by an express, written instrument executed by an authorized agent of the University. The receipt of payment by the University with the knowledge of the breach of any terms or conditions of this Agreement shall not be deemed a waiver of such breach.

**SPONSOR PROPERTY:** Sponsor, and not the University, is solely responsible for the loss of, theft, or damage to any property of the Sponsor or Sponsor's employees, volunteers, agents or attendees that occurs on University property or in connection with the event.

**ASSIGNMENT AND SUBLETTING:** The rights and responsibilities granted in this Agreement are not assignable. The Sponsor may not sublet any of the University's facilities under any circumstances.

**NO PARTNERSHIP OR SIMILAR AFFILIATION:** This Agreement does not constitute and shall not be construed as constituting a partnership, joint venture association, or other affiliation or like relationship between the parties. Neither party shall have the right to obligate or bind the other in any manner whatsoever with respect to any third party. In no event will either party be liable for the debts or obligations of the other party, except as specifically provided herein. In no event shall Sponsor's employees or agents be considered employees or agents of the University.

Sponsor assumes full responsibility for the actions of its employees, agents and attendees at the event.

**USE OF UNIVERSITY'S NAME AND TRADEMARKS:** Sponsor shall not use the name "USD," "University of San Diego," "Toreros," or use any other trademark or insignia or otherwise identify the University in any form of publicity, disclosure or sale without the prior written consent of the University, which consent may be withheld, granted or rescinded by the University in its sole discretion. Sponsor shall not provide to or permit any third party to use any such University trademark without the advance written approval of the University. Sponsor will not post any signage or banners of any nature on University property without prior written consent of the University.

**COMPLIANCE WITH LAWS AND UNIVERSITY POLICIES:** Sponsor acknowledges and agrees that it will comply with all applicable federal, state and local laws and University policies that relate to this agreement and the Sponsor's use of University facilities.