



Corporate College

4400 Richmond Road
Warrensville Hts, OH 44128
Phone: 216-987-2800

25425 Center Ridge Road
Westlake, OH 44145
Fax: 216-987-2924

"Letting You Focus on Business While We Focus on You"



FACILITIES USE AGREEMENT

The entity named to the right
is referred to in this Agreement and
its attachments as "you" or "your"

Entity Name: **CUYAHOGA COUNTY**

Contact Name: **Sharon Cole**

Address: **1219 Ontario Street, 4th Floor**

City/State/Zip: **Cleveland, OH 44113**

Telephone: **216-698-6880**

Contact Email Address: **scole@cuyahogacounty.us**

Federal Tax Identification #: **[REDACTED]**

Tax Exempt: **Yes**

College Contact Person: **Tom O'Konowitz, 216-987-2970 thomas.okonowitz@tri-c.edu**
FAX: **(216) 987-2924**

Contract #: **C04745**
Reservation #: **20110720-027**

Event Campus/Location: **Corporate College East**

Purpose/Type of Event: **Meeting**

Event Name: **Small Business Enterprise Outreach**

Event Date(s): **09/20/11**

Estimated Attendance: **300**

*Cost Summary:

Facilities Fees:	\$0.00	Room rental fees to be covered by Cuyahoga Community College.
Resources Fees:	\$0.00	Resources/technology fees to be covered by Cuyahoga C.
Catering Fees:	\$3,090.00	Price is estimate. Food and Service level TBD
TOTAL EVENT FEES	\$3,090.00	

Deposit: **\$927.00** Due upon signing of this agreement.

*Balance of Event Fees: **\$2,163.00** Balance Invoiced. Net 30 Days

* This is an estimated amount only. The actual final amount will be determined after final event planning arrangements are made. Final arrangements must be confirmed with the Corporate College Event Planning Department no later than seven (7) business days prior to the beginning of the event.

Alcoholic Beverages: ☐ YES ☒ NO

Vendor: **Sammy's**

Addendum I - Part A and Part B "Standard Terms and Conditions" attached to this Agreement are hereby incorporated into and made a part of this Agreement. Each party to this Agreement represents that it is a sophisticated commercial party capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of this Agreement.

CUYAHOGA COUNTY

By: _____

Print Name: _____

Title: _____

Date: _____

CUYAHOGA COMMUNITY COLLEGE DISTRICT

By: *[Signature]*

Print Name: *Bridget Conway*

Title: *Mgr. Event Services*

Date: *9/7/11*

Please sign the last page of this document acknowledging you have reviewed the applicable terms and conditions.

PART B
STANDARD TERMS AND CONDITIONS

1. Term and Termination: This Agreement will be binding upon execution and will terminate on the consummation of all contemplated obligations. Either party may also terminate this Agreement immediately if the other party fails to perform any of its obligations and such failure has not been remedied within three (3) days after notice has been communicated in writing to such party.

2. Event Fee and Other Costs: The balance of the Event Fee is due and payable as set forth on page one of this Agreement. College is authorized to charge to your credit card the following: the Deposit; the balance of the Event Fee; the cost of all business or food services set forth on the Event Confirmation Form; and any additional business or food services requested by you. The Event Fee covers the costs for: your use of the rooms, building spaces and equipment (collectively, the "Facilities"); and the business services and the food services listed in the Event Confirmation Form. The Event Fee does not include applicable taxes or any additional costs for additional rooms, equipment or business services not listed in the Event Confirmation Form. College will not be responsible for payment of any taxes in any way related to your use of the Facilities and you agree to pay to College on demand an amount sufficient to discharge any such taxes that may become due. If any amounts due under this Agreement (including, without limitation, the Event Fee, the Cancellation Fee, optional/variable costs or costs of damages) remain unpaid after thirty (30) days from their due date, you agree to pay, in addition to the balance due to College, a late payment charge equal to the lesser of 1½% per month, or the highest rate permitted by law, on the remaining balance until paid in full. Checks should be made payable to "Cuyahoga Community College" and mailed to the attention of Manager, Corporate Events, Corporate College, 4400 Richmond Road, Warrensville Heights, OH 44128.

3. Deposit: The amount of the Deposit set forth on page one of this Agreement must accompany delivery of a signed copy of this Agreement to College. No rooms will be booked or held for your Event unless the Deposit is paid. The Deposit is non-refundable. Failure to timely pay the Deposit or the balance of the Event Fee makes this Agreement terminable at the option of College without any liability or further obligation on its part.

4. Cancellation Policy: College is reserving the Facilities for use by you. If you cancel this Agreement, College will necessarily incur financial losses, including, for example, lost revenue from having turned away other groups. You may cancel an event date at any time on or before seven (7) days prior to the event start date without any additional liability to College; provided, however, if you cancel an event date less than seven (7) days prior to the event start date, you are responsible for payment of all event fees set forth in this Agreement and the Event Confirmation Form. The parties agree that these sums are not a penalty and represent a reasonable effort on behalf of College to establish its loss prospectively and represent liquidated damages.

5. Use of the Facilities: Subject to the terms and conditions of this Agreement, College hereby grants permission to you to use the Facilities. You will use the Facilities in a safe and careful manner and only for the purpose specified on page one of this Agreement. You will not conduct or permit any other use or subject the Facilities to any use that may cause damage. You may use the Facilities only during the hours specified in the Event Confirmation Form. You agree to take good care of the Facilities and to maintain and return them in as good of condition and order as they were prior to your use. College reserves the right, upon not less than 24 hours prior notice to you, to change the specified rooms or building spaces assigned to you in order to accommodate the needs of College.

You will not make or permit to be made any alterations, additions or improvements whatsoever to the Facilities. You will not store or possess any hazardous substance at any College premise. Upon completion of your Event, you will remove all property and materials of you or your employees, invitees, guests and agents. Unless special arrangements have been made with College, any of your property left at College's premises for more than three (3) business days after termination of this Agreement will be deemed to be abandoned and become the property of College to be disposed of or utilized at College's discretion. If the Facilities are damaged or left excessively dirty, you agree to pay all costs of any damages, repairs or cleaning service upon receipt of an invoice from College. You will (and will instruct and require your employees, invitees, guests and agents to) comply with all applicable laws, ordinances, rules and regulations and all applicable policies and procedures of College, including without limitation, those relating to fire and safety, traffic and parking, solicitation or sales, alcoholic beverages or "no smoking." You will ensure that your employees, invitees, guests and agents conduct themselves in a manner so as not to disturb or interfere with any activities of College at the premises. No food or beverages may be brought onto College's premises without prior written approval of College. Leftover food may not be removed from the premises. College reserves the right to control and manage its premises and to enforce all policies and procedures necessary for the proper management and operation of its premises. If you breach this Agreement, then College may evict you from its premises.

6. Use of Computer Equipment and Systems: You will not install any software on College's computer equipment, or use any non-College software on any of such equipment, without the prior written approval of College. You assume responsibility for any and all losses and damages (including, without limitation, damage to computer equipment and systems, any loss of data, and special and consequential damages) arising out of or in any way related to the improper use of College's computer equipment, including, but not limited to, the unauthorized use of software and the installation of defective software by you or your employees, invitees, guests or agents.

7. Service Marks: The trademarks, service marks and trade names of College are the exclusive property of College. Any unauthorized use of College's trademarks, service marks or trade names is prohibited. You agree not to use any trademark, service mark or trade name of College in connection with any advertising, sales promotion, press release, or other public communication without the prior written consent of College. You agree to copy College's Contact Person on all mailings that include any trademark, service mark or trade name of College.

8. Liability and Indemnification: You agree to assume all risk of: damage to, or destruction, loss or theft of, any property of, you, College or any third party; and any injury or death in any way related to your use of the Facilities. You waive all claims against College. You will hold harmless and indemnify College and its trustees, officers, employees and agents from and against any and all actions, claims, costs, demands, expenses, losses and liabilities (including without limitation, attorneys' and legal fees and other costs of defense) in any way related to the acts or omissions of you or your employees, invitees, guests or agents, or the breach by you of this Agreement.

C O U N T Y O F C U Y A H O G A
C O N T R A C T

THIS Contract made and entered into this _____ day of _____, 20__ by and between the County of Cuyahoga, Ohio (the "County"), and Cuyahoga Community College District, with principal offices located at 4400 Richmond Road, Warrensville Heights, Ohio 44128 (the "Vendor").

WITNESSETH:

That for and in consideration of payments hereinafter mentioned, to be made by the County, the Contractor agrees to furnish all materials and labor, and perform all the work required for Food and Beverage Services for the Small Business Enterprise Outreach event on September 20, 2011 to the Office of Procurement and Diversity, of Cuyahoga County, Ohio for the period: September 20, 2011 through September 20, 2011 to the satisfaction and acceptance of the County.

In consideration of the premises the County agrees to pay to the Contractor a certain sum of money which shall be as set forth in the proposal attached hereto and made a part hereof. This aforesaid sum shall be understood to be

NOT TO EXCEED: THREE THOUSAND NINETY DOLLARS

(\$3,090.00)

By entering into this agreement/contract I agree on behalf of the contracting or submitting business entity, its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. I also agree on behalf of the aforementioned entities and persons, to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

BY: _____

EDWARD FITZGERALD, COUNTY EXECUTIVE

County of Cuyahoga, Ohio

By: 2011-10-03 12:05:04

Edward FitzGerald, County Executive