

**CONTRACT  
BY & BETWEEN  
CUYAHOGA COUNTY  
AND  
JAGI Cleveland – Independence, LLC**

This Contract made and entered into this 6<sup>th</sup> day of August, 2013, by and between Cuyahoga County, Ohio (the "County"), on behalf of the Office of Early Childhood ("OEC") and JAGI Cleveland – Independence, LLC ("Holiday Inn – Independence"), a Limited Liability Company of Ohio, with principal office located at 6001 Rockside Rd., Independence Ohio 44131 for the purpose of rendering banquet facilities and services for the 2013 ("OEC") Invest in Children's Annual Meeting.

The Full Scope of Services Include:

**FUNCTION SPACE**  
**SCHEDULE OF EVENTS:**

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
12/3/2013	7:00 AM	1:00 PM	Meeting General Session	Ballroom 2,3,4	Rounds	400	1,500.00
12/3/2013	7:00 AM	3:00 PM	Break Out	Ballroom 1	Classroom	120	500.00
12/3/2013	7:00 AM	3:00 PM	Registration	Pre-Function Hallway	6ft Tables	-	No Charge

General Session Meeting Room Set Up (Included with Room Rental)

- Rounds of 10 with Royal Blue Linen for 400 guests
- Plastic Cutlery Rolled in White Paper Napkins set at each table
- Riser and Podium with Microphone
- Speaker Table – Hotel will hang banners as needed

Break Out Room Set Up (Included with Room Rental)

- Room location is adjacent to General Session Room

- Room set for 50 ppl set up Classroom Style

Registration

- Area set up in Pre-function Hallway for Registration
- (3) 6ft Tables with White Linen and 2 Chairs for each table provided

Storage Area

- Provided at no additional charge on 12/2/13 and 12/3/13

**BANQUET MENUS**

Our catering staff will be helpful in coordinating your event. Enclosed you will find our **2013 new** banquet menus. However, please do not hesitate to call our office should questions arise. Our prices listed will be assessed 20% service charge (group is tax exempt). Prices are guaranteed from the date of this contract.

**Continental Breakfast**

Assorted Muffins, Breakfast Breads  
Jellies, Cream Cheese & Butter  
Sliced Seasonal Fresh Fruit  
Assorted Yogurts  
Assorted Juices  
Coffee, Decaf, Hot Tea  
Water Service

Continental Breakfast \$9.95 per person for 400 guests	\$3,980.00
20% Service Charge	\$796.00

**Total Cost for Continental Breakfast including service charge \$4,776.00**

#### **Boxed Lunches**

Assorted Sandwiches or Wraps  
Pickle & Condiments  
Kettle Potato Chips or Pretzels  
Baked Cookie  
Soft Drink and Water Service

Boxed Lunch \$15.20 per person for 50 guests	\$760.00
20% Service Charge	\$152.00

**Total Cost for Boxed Lunch including service charge \$912.00**

#### **FOOD FUNCTION GUARANTEES**

All meals/breaks served at the hotel require a guaranteed number of guests to be served. **The guaranteed number of guests is to be stipulated 3 working days prior to your event and must be a minimum of 75% of original estimated number of guests.** The number given will be the minimum amount your group will be charged. If no number is received, we will consider your original estimate as the guarantee. We will be prepared to serve 5% over your guarantee. Any changes made to the final number of guests, the day prior or the day of an event, may be subject to an additional fee.

#### **FOOD & BEVERAGE LIABILITY**

Due to our licensing restrictions, all food and beverage served in public areas must be purchased through the hotel. In addition, no remaining food or beverage shall be removed from the premises. At the conclusion of the function, such food and beverage becomes the property of the hotel. Prices are only guaranteed six months from the date of this contract.

#### **BANQUET ROOM ASSIGNMENTS**

Our hotel staff will work with your organization to maximize hotel space according to the anticipated number of your guests. The hotel reserves the right to move functions rooms as needed. Dance floors are offered on a first come first serve basis. For the satisfaction of all our guests, please be aware of your scheduled adjourn time. All supplies must be removed at the conclusion of your event.

#### **LIABILITY**

The Holiday Inn Cleveland South will not assume responsibility for the damage or loss of articles, equipment or merchandise left in the hotel prior to or following your meeting or banquet. Please note, due to fire code regulations, some banquet rooms cannot be locked overnight. Special arrangements for security can be made with advance notice. Please contact the Catering Department to set up special arrangements and review charges for security if needed.

### **SIGNS, BANNERS & DISPLAYS**

Signage is permitted in our ballroom and conference center with prior approval. Our catering department will be happy to assist you in this area. Please understand that we are unable to use pins or staples on our walls.

### **SHIPMENTS/DELIVERIES**

Please advise your catering coordinator when a shipment is expected. **Shipment of packages cannot be accepted more than three days prior to function. All packages must include the name of the group and function date. Please arrange for inside delivery, as the Holiday Inn Cleveland South does not accept freight that must be unloaded by our staff.** Please understand that we are unable to hold boxes following your function due to lack of available storage space. **It is the responsibility of the company/exhibitor to label items and prearrange for return shipments.** If you have any questions, please let us know.

### **EXHIBITS**

Currently we will provide up to 45 6' tables draped with linen to the floor, free of charge. Additional tables and skirting may be rented. Your Catering coordinator can provide you with a list of local rental companies. All arrangements for rental, pick up and delivery are the responsibility of the client and must be reviewed with your Catering coordinator prior to the event. Due to fire regulation codes, all doors in the ballroom must remain clear of tables.

### **AUDIO VISUAL EQUIPMENT**

Audiovisual equipment may be rented upon request. Please allow 2 working days to place your order to ensure that proper arrangements can be made. Any audiovisual equipment being brought in must be reviewed with the Catering Department prior to scheduled event. For the comfort of all our guests, volume level at any function must be contained within the assigned meeting room. The Hotel reserves the right to control audio levels.

#### **Audio Visual Equipment and Technician Services**

(1) 10' x 10' Cradle Screen	\$75.00
(1) LCD Projector	\$200.00
(1) Laptop Computer	\$150.00
(1) Wireless Mouse	\$35.00
(1) 43" AV Cart	\$20.00
(1) Splitter Cable	\$90.00
(2) AC Extension Cords at no charge	
(2) Wireless Handheld Microphones \$90.00 each	\$180.00
(1) House Technician (7:00am-10:00am)	\$140.00
(2) Powerstrips \$10.00 each	\$20.00
(1) 12' x 12' Screen Cradle Base	\$85.00
(1) 8 Channel Mixer with XLR Output	\$80.00
(1) Press Multi-Box with 2 or more female XLR Outputs	\$75.00

Subtotal: \$1,150.00

20% Service Charge: \$230.00

**Total Cost for Audio Visual Equipment and Technician Services      \$1,380.00**

### **LOCATION AND PARKING**

Hotel is conveniently located within 10 miles of downtown Cleveland zip code of 44113. Ample parking spaces are available to accommodate 400 plus cars. Parking is available at no charge to attendees or client.

### **INSURANCE COVERAGE**

Hotel can provide evidence of insurance coverage to include Worker's Compensation Insurance, Commercial General Liability Insurance and Business Automobile Liability Insurance.

### **SALES TAX EXEMPTION**

If your organization is exempt from Ohio sales tax, your exemption form **must be received prior** to your event for this exemption to apply. **We require a new form be submitted every year.**

### **DIRECT BILL PRIVILEGES**

Direct bill privileges have been approved for your function. Hotel will provide an accurate and itemized invoice. Payment will be made within 30 days after the event.

**Total Cost for Event: \$9,068.00**

### **CANCELLATION NOTICE**

Due to the volume of business at the Holiday Inn Cleveland South, cancellations must be received 90 days prior to your function or a cancellation fee equal to 50% of lost revenue will be assessed. If the event is cancelled within 30 days of the scheduled date, 100% of lost revenue will be assessed as the cancellation fee.

JAGI Cleveland – Independence, LLC acknowledges that as an Ohio political subdivision, the County is prohibited by law from agreeing to indemnify any person or entity, and agrees that no Article of this Contract or any other contract or agreement between the JAGI Cleveland – Independence, LLC and County may be interpreted to obligate County to indemnify or defend JAGI Cleveland – Independence, LLC or any other party.

All County contracts, including this Contract, are subject to all applicable County ordinances, including, but not limited to, the Cuyahoga County Ethics Ordinance, Cuyahoga County Inspector General Ordinance, and Cuyahoga County Contracting and Purchasing Procedures Ordinance. Copies of all County ordinances are available on the County Council's web site at <http://council.cuyahogacounty.us/>.

JAGI shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this Contract.

### **Mandatory Insurance Requirements**

The following items (Worker's Compensation Insurance and Commercial General Liability Insurance) are mandatory requirements.

- (a) **Worker's Compensation Insurance** as required by the State of Ohio. Such insurance requirement may be met by either purchasing coverage from the Ohio State

Insurance Fund or by maintaining Qualified Self-Insurer status as granted by the Ohio Bureau of Workers Compensation (BWC).

(b) **Commercial General Liability Insurance** with limits of liability not less than:  
\$1,000,000 each occurrence bodily injury & property damage;  
\$1,000,000 personal & advertising injury;  
\$2,000,000 general aggregate;  
\$2,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

#### **Insurance Coverage Terms and Conditions**

1. The insurance policies of JAGI Cleveland – Independence, LLC required for this contract, with the exception of the Workers Compensation, shall each name the “County of Cuyahoga, Ohio and its employees” as an Additional Insured and shall contain the following provisions:

- (i) Thirty (30) days prior notice of cancellation or material change;
- (ii) A waiver of subrogation wherein the insurer(s) waives all rights of recovery against the County.

2. The insurance required for this contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best’s rating of A VII or above.

3. These insurance provisions shall not affect or limit the liability of JAGI Cleveland – Independence, LLC stated elsewhere in this Contract or as provided by law.

4. JAGI Cleveland – Independence, LLC shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.

5. JAGI Cleveland – Independence, LLC shall furnish a Worker’s Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Contract.

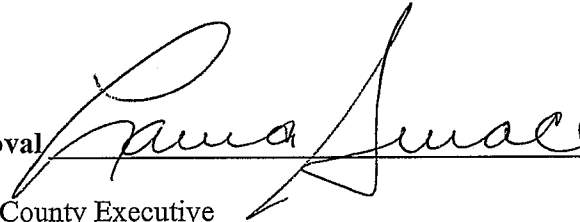
1 BY ENTERING INTO THIS CONTRACT AMENDMENT, I AGREE ON BEHALF OF THE CONTRACTING OR SUBMITTING BUSINESS ENTITY, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUBGRANTEES, AGENTS OR ASSIGNS, TO CONDUCT THIS TRANSACTION BY ELECTRONIC MEANS BY AGREEING THAT ALL DOCUMENTS REQUIRING COUNTY SIGNATURES MAY BE EXECUTED 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.

**IN WITNESS WHEREOF**, the County and JAGI Cleveland – Independence, LLC have entered into this contract amendment as of the day and year first written above.

Laura Surace  
Catering Director

Signature of Approval

 Date 8-6-13

Edward FitzGerald, County Executive  
County of Cuyahoga, Ohio

Edward FitzGerald, County Executive

By

 Date

2013-09-20 16:51:34