



Philippine Consulate General

Friday, February 16, 2024

EVENT CONTRACT

ACCOUNT: Philippines Consulate
CONTACT: Mary Joy Duran-Mortel
EMAIL: maryjoy.duran-mortel@dfa.gov.ph
PHONE:
ADDRESS:

SALES MANAGER: Victoria Mullaly
EMAIL: vmullaly@nl.edu
PHONE: 312-261-3168

EVENT SUMMARY

Date	Time	Location	Areas	Event Type	Guests	Rental	Event F&B Min
2/16/2024	3:00 pm – 5:00 pm	Events by Kendall at NLU	Atrium	Reception	80	\$750.00	

BEVERAGE

Qty		Price	Total
80	Two Hour Coffee and Tea Package	\$5.00	\$400.00

ADDITIONAL CHARGES

Qty		Price	Total
1	Half Day Atrium	\$1,000.00	\$1,000.00

ESTIMATED BILLING

	Total
Beverage	\$400.00
Room Rental	\$1,000.00
Gratuity	20.0%
Subtotal	\$1,400.00
Sales Tax	11.75%
Service Charge	15.0%
Room Discount	-\$250.00
Service Charge Discount	-\$150.00

Grand Total		\$1,210.00
Final Payment (Check)	Paid 2/16/2024	-\$1,210.00
Estimated Amount Due		\$0.00



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TERMS AND CONDITIONS

This contract shall be considered approved, accepted and binding on both Client and National Louis University (“NLU” or “the University”) once Client signs the Event Agreement, Terms & Conditions (the Agreement) and remits payment of required deposit. NLU and Client understand that the person signing this Agreement is empowered by Client to make these arrangements. A signature delivered by facsimile or electronic means will be considered binding for both parties.

Client shall use the NLU premises called for by this Event Agreement solely for the purpose of the activity described in this Contract and Client agrees not to use the premises for any other purpose whatsoever without the prior written consent of NLU. The term "premises", as used in this Event Agreement, means all of the facilities owned by NLU and located at the site named above in this Agreement, and all hallways, corridors, parking lots, sidewalks, and walkways surrounding and immediately adjacent thereto.

ATTENDEE GUARANTEE

Final attendance numbers must be received by the Events Department no later than eight (8) business days prior to the Event. An established and agreed upon estimated Attendee Guarantee amount must be provided at the time of the execution of this Agreement and is not subject to reduction. Charges resulting from additional Attendees will be made accordingly on the Post-Event Invoice.

CANCELLATION POLICY

Client may cancel this Agreement without cause at any time prior to the Event by paying NLU liquidated damages (agreed not to constitute a penalty) based on the following scale:

- More than 90 days prior to Event Date - 0% of Event balance
- Between 90 days and 30 days prior to Event Date - 50% of Event balance
- Between 30 days and 10 days prior to Event Date - 75% of Event balance
- Less than 10 days prior to Event Date – 100% of Event Balance

Cancellations under this provision shall be made by the canceling party to NLU by written notice and payment of the liquidated damages will be due at that time.

COAT CHECK

Please contact your Event Coordinator for details regarding Coat Check Services that you may

require. NLU is not held responsible for self-coat checks. Additional fees may apply.

CONTINGENCY

Performance of the Agreement is contingent upon the ability of each party to complete same and is subject to labor disputes, strikes or picketing, accidents, government (federal, state, local) regulations, restrictions upon travel, transportation, food, beverage or supplies and other causes, whether enumerated herein or not, which are beyond the control of either party. In no way shall either party be liable for the loss of profit or other similar or dissimilar collateral or consequential damages, whether based on breach of contract, warranty or otherwise. In no event shall either party be liable under any circumstances for any amounts in excess of the total amount of the food and beverages contracted heretofore.

DELIVERIES / STORAGE

NLU can assist in the handling of Client's deliveries and shipments for this Event, depending on the amount of the deliveries. An itemized inventory of deliveries from outside vendors is required, including the vendor's contact information, contents, storage requirements and expected time of delivery. UPS or Federal Express packages can only be received between the hours of 9:00am - 5:00pm Monday through Friday. All shipments should be labeled to the attention of the NLU Events Department with your Event Coordinator's name. Due to limited storage, please coordinate the pickup of your items immediately following your Event, as NLU is not responsible for damage to or loss of any articles left on the premises during or following an Event. Any package containing perishable items must be clearly labeled 'Perishable' and must contain proper handling instructions,

EVENT TIMING

Client agrees to begin the Event promptly at the scheduled Guest Arrival Time on the Event Proposal and to vacate the facility at the indicated Guest Departure Time, The Client further agrees to pay overtime charges or other expenses incurred if the Event materially continues past the indicated or agreed upon Guest Departure Time.

EVENT VENUE

NLU reserves the right and full discretion to assign an alternative Room for the Client's function should the Room originally designated for such function become unavailable or determined to be inappropriate by both parties. NLU will notify Client if this occurs. If NLU shall be unable for any cause beyond its control to deliver possession of the premises on any of the dates specified in this Contract, it shall not be liable to the Client for any damage caused thereby.

INFORMATION TECHNOLOGY SERVICES

NLU can offer technical assistance for your Events through our IT Department. Supplies are limited and additional fees may apply. Please refer to the Additional Services Menu for a complete listing of products and services available. Our facility is fully equipped with Wi-Fi capability.

MENU SPECIFICATIONS

NLU is a full-service Event Venue and Food and Beverage facility. Outside food and beverage items are not permitted without prior approval by NLU management. Please inform us if any of your guests have food allergies. To ensure we take the necessary precautions when preparing food, please provide the names of such persons and the nature of their allergies. NLU is not liable for any personal harm that occurs as a result of dietary restrictions.

ALCOHOLIC BEVERAGES

Prior approval from the Event Coordinator must be received before serving alcohol at any event on the University premises. If alcohol is approved by the Event Coordinator, it is to be served by University- provided bartenders. No outside alcohol can be brought onto the property for an event.

PAYMENT

To reserve your Event Date, a non-refundable Event Reservation Deposit is required at the time of booking with signed Proposal, to secure your desired date. This Deposit will be credited to the final Invoice. The remaining estimated balance is due eight (8) business days prior to the Event. Any additional charges that arise from increases in guest counts, additional food, liquor, equipment and/or linens, and labor and/or service overtime charges will be billed on the final or Post-Event Invoice. Any applicable charges post-Event will be automatically charged to the authorized credit card listed below. Prices stated are subject to change according to the market price of products and with the final guaranteed number of guests. If Client fails to submit payment on any outstanding Post-Event Charge or any reimbursable costs for damages within thirty (30) days of invoice, such amount shall bear interest at the lesser rate of 7% per month or the maximum amount allowed under Illinois law, and Client shall pay NLU for all applicable costs including, but not limited to, collection costs, court costs and attorney fees.

PERMITS/LICENSES

In the event the Client's Event requires a permit or license from any governing body (local, state or Federal), the Client is solely responsible for obtaining such license or permit at Client's expense. It is understood the Client will conduct the Event in an orderly manner, and in full compliance with all applicable laws, ordinances and regulations, and this facility Agreement.

PHOTOGRAPHY

Client agrees to grant NLU a limited and revocable license, right and permission with respect to photographic portraits or pictures taken at Event; to use, re-use, publish, and re-publish the same in whole or in part, individually or in any and all media now or hereafter for illustration, promotion, art, editorial, advertising and trade, or any other purpose; and to use Client's name in connection therewith, all with Client's prior written approval.

SERVICE CHARGE & TAXES

A 15% service charge and 11.75% state taxes will be added to contracts. Other current taxes (i.e. Soda Tax, Taxable Service Charge) will be included, if specified in this Agreement. All Room Rental fees are subject to a 15% city usage tax. Taxes and Service Charges are subject to change, subject to written notification to Client. Please note that a portion of our Service Charge is taxable, and will be reflected in your final invoice. A stamped and current dated letter by the State of Illinois is required to show tax-exempt status, with a copy provided to NLU as proof of status.

SIGNAGE/DECOR

NLU will provide Announcements and Directional Signage for Client's Event in the Main Lobby and Elevators. NLU reserves the right to review and approve additional signs provided by Client which can only be displayed in designated areas. NLU prohibits the use of glitter, confetti, and feathers anywhere in the venue as well as tape/adhesive products, nails or staples affixed to any walls, windows or doors. Your Event Coordinator can provide additional information regarding décor or signage.

SMOKING

NLU is a Smoke-Free environment. The University fully supports state and local regulations regarding the ban on smoking in public buildings and bans smoking in all University buildings. Students, faculty, staff and guests visiting University campuses and centers are required to comply with all such state and local mandates. Smoking is only permitted on Michigan Avenue; however, smoking in front of the main entrance of any of the University's buildings is strictly prohibited.

NAME

Client shall not use the University's name, "NLU", or any of its subtitles, logo or other forms of recognition, in any advertising and/or announcements unless permission in writing to use the name or subtitles is obtained prior to publication of any advertising and/or announcements. Use of University recognition media to advertise the event in other manners, or which implies that the University is sponsoring the event, is not authorized by the agreement to provide space for the event. Use of the University's name and address may be used for the sole purpose of informing guests of the event location. Any advertisements for the event must be provided to the University for review prior to general release. Requests to use the name or subtitles should be sent at least 4 weeks in advance to your Events Coordinator for approval.

No events will be held which contain solicitations, advertisements, or referrals to any educational services or offerings that compete with NLU.

REPAIRS AND MAINTENANCE

Client agrees to:

- Repair any damage to the premises caused by it or its members, employees, invitees or

any person on the premises while such premises are occupied by Client, and to reimburse NLU for any expenses incurred as a result of any such damage;

- Be subject to NLU's obligation to supply routine janitorial service, maintain and leave the premises in the same condition as when premises were first occupied by Client;
- Use and operate properly all electrical fixtures;
- Leave any equipment used in the same condition as when such equipment was first made available to Client; and
- Client will not cause or allow any disorderly or illegal conduct on the premises or use the premises for any unlawful purpose.

Any and all damages resulting to NLU property, equipment, or personnel as a result of this event shall remain the responsibility of the Client, or the co-sponsoring department. Repairs shall be made at the discretion of the University and the group invoiced for incurred cost. Any unanticipated costs for security, cleaning, trash removal, or other labor incurred by the University as a result of the event or restoration of the facility to normal University use will become the responsibility of Client. Any deposits required under the contract for rental for the event will be retained and not used toward the final original payment for the event until damages or final charges are received.

INDEMNIFICATION AND INSURANCE

Client agrees to indemnify and hold NLU harmless against all claims, damages (including but not limited to reasonable attorney's fees), losses and causes of action from any cause that may arise from the use of the premises during the term of this Event Agreement, and to additionally insure the NLU.

Client's indemnification hereunder includes, without limitation, claims, damages, losses and causes of action in connection with the following:

- Loss or damage to the property (real or personal) of the NLU;
- Loss or damage to the property of any person or entity present on the premises during the term of this Event Agreement;
- Personal injuries to any guests, patrons, employees, agents or invitees of NLU or of Client present on the premises during the term of this Event Agreement; and
- Personal injuries to any other person present on the premises during the term of this Event Agreement.

Client may be requested to obtain general liability and/or Tulip insurance for the event if requested so by the Event Coordinator. In such case:

- Client agrees to procure and maintain general liability insurance covering its liability with respect to the premises for the term of this agreement, and to name NLU as an additional named insured.
- Client shall provide NLU with a certificate of insurance or other proof that this paragraph has been complied with before taking possession of the premises
- NLU retains the right to, in its sole discretion, to approve the insurance carrier procured by

Client and to approve the terms of the insurance coverage. The policy or policies of insurance maintained pursuant to this paragraph may not be canceled or altered without 30 days prior written notice to the NLU.

For this event, insurance Is ____ or Is Not ____ required (check one).

If Client will have employees or contractors carrying out any arrangements or installations/removals, Client agrees to provide a copy of Client's Workman's Compensation Insurance certificate showing coverages as required by the State of Illinois.

Client's obligations under this section shall not extend to claims, damages, losses, or causes of action arising from the negligence or willful misconduct of NLU or NLU's officers, employees, agents, students, guests, invitees, or contractors.

CHILDREN ON CAMPUS

All children under the age of 16 must be accompanied and appropriately supervised by a parent or guardian at all times when on NLU property. NLU resources are not available for use by children even if supervised. Disruptive behavior is cause for the parties involved to be asked to leave the property.

SPONSOR PRESENCE FOR EVENTS

University procedures normally require that a representative from the sponsoring group be in attendance at the scheduled event. All events conducted by student organizations require the presence of the acknowledged University personnel acting as the advisor to the student organization.

DISPUTES, RIGHTS AND REMEDIES

All rights and remedies of NLU under this Event Agreement shall be cumulative, and none shall exclude any other right or remedy at law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefor arises. Client shall not assign this Event Agreement nor sublet all or any portion of the leased premises. In case any provision contained in this Event Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Event Agreement shall be constructed as if such provision had never been contained herein. This Event Agreement constitutes the sole agreement of the parties hereto. No amendment, modification, or alteration of the terms hereof shall be binding unless the same shall be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto. Additionally, no waiver by the parties hereto of any default or breach of any term, condition or covenant of this Event Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.

GOVERNING LAW

Any dispute, interpretation and enforcement of this Event Agreement shall be under Illinois law and in an appropriate court in Cook County, Illinois.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year indicated next to the signatures affixed below.

Client Signature

Printed Name: Ella Karina Mitra

Signed: 2/7/2024 at 11:07 am

Ella Karina Mitra

Electronic Signature

Printed Name: Ella Karina Mitra

Signed: 2/7/2024 at 11:07 am

Ella Karina Mitra