

Marquette University
Statement of Work for Purchase Order for Services
Meeting Space Services

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| ("Marquette" or "Purchaser") Name: Marquette University Address: P.O. Box 1881 Milwaukee, WI 53201-1881 | Services Provider ("Provider")* Name: _____ } Address: _____ } Federal ID Number: [_____] |
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General Description of Event, including identification of Event Space and date(s) and start and ending times of Event*

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| Marquette Authorized Representative* | Provider Authorized Representative* |
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| University Purchase Order Number* | Not-To-Exceed Amount to be Paid* |
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Terms and Conditions

1. **Attachments.** **An Attachment to this Statement of Work is required and shall be in a form prescribed by the Provider.** The Attachment must either be physically affixed to this Statement of Work or be signed by authorized representatives of both Marquette and Provider. The Attachment must set forth all specific requirements of Marquette and of the Provider related to the Event, including but not limited to the minimum requirements of Marquette for the event; the minimum and maximum number of attendees; the unit charges for food, other goods, and identified services for which Marquette is to be separately charged; and cancellation requirements and charges. No agreement between Marquette and the Provider for Meeting Space Services shall be deemed to exist unless and until an Attachment meeting these requirements has been agreed by Marquette and the Provider.
2. **Minimum Number of Guests, Deposits, and Cancellation.** Notwithstanding any provision in the Terms and Conditions for Purchase Orders for Services, Marquette shall honor all requirements of Provider with respect to the minimum number of guests required; deposits required; and the amounts due (up to 100%) as a result of the cancellation of the Event by Marquette. In no event shall the amounts due from Marquette be greater than the not-to-exceed amount to be paid set forth above.
3. **Event Location Rules and Policies.** All Marquette invitees to the Event, which shall include all guests and other individuals permitted by Marquette to attend, are required to comply with all of Provider's standard rules of conduct that are applicable to all members of the public, including but not limited to requirements for use of specific contractors for audio/visual, catering, or other services to be performed at the Event Location, and they must follow all instructions and directions of the Provider's staff before and during the Event.
4. **Taxes.** Marquette shall be responsible for payment of any other sales or user tax, fee, interest, or charge of any nature whatsoever that may be imposed by any governmental authority on or measured by the transactions between the Provider and Marquette, except those for which Marquette is exempt under applicable law.
5. **Liability.** Marquette shall be responsible for all injury and damage of any kind to persons or property, regardless of who may be the owner of the property, to the extent arising out of or suffered through any negligent act or omission or intentional misconduct of Marquette, its actual or contract employees, trustees, contractors, or invitees, in connection with its use of Provider's facilities. Marquette shall indemnify and hold harmless the Provider, its affiliated entities, and each of its and their respective officers, directors, agents and employees from and against any and all damages, obligations, claims, expenses, costs and other liabilities due to bodily injury, personal injury or death, or damage to property of others, to the extent arising out of or suffered through any negligent act or omission or intentional misconduct of Marquette, its employees, contractors, or invitees in connection with its use of Provider's facilities. The foregoing shall be Marquette's sole and exclusive liability for such losses or claims.

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6. Insurance. Marquette's explanation of its insurance coverage is provided with this Statement of Work. Marquette shall not be required to provide a certificate of insurance or other proof of insurance coverage in connection with the Event.
7. Alcohol. If alcohol beverages are permitted by the Provider at the Event Location, both Marquette and Provider shall comply with any and all applicable local and state liquor laws and agrees that alcoholic beverages will not be served to anyone under the age of 21 years. The Provider shall have the right in its sole discretion to refuse or to discontinue alcoholic beverage service to any persons who are, or who in the opinion of the Provider or of the approved caterer appear to be, intoxicated or under the age of 21, and Marquette shall cooperate fully in the enforcement of such decisions by the Provider.
8. Expenses. All expenses incurred by a party shall be the sole responsibility of the party that incurred the expense, except as such expenses are listed as reimbursable to Provider on the Attachment to this Statement of Work.
9. Authority. Each party hereby certifies that it has all necessary authority to execute and deliver this Agreement and to perform its obligations hereunder. Upon execution, this Agreement will be a valid and binding obligation of each party and enforceable in accordance with its terms.

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| By the Authorized Representative of Marquette:* | | By Services Provider:* | |
| <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Name _____ Title _____ | <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Date _____ | <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Name _____ Title _____ | <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Date _____ |

THIS STATEMENT OF WORK IS SUBJECT TO THE REQUIREMENTS OF THE TERMS AND CONDITIONS FOR PURCHASE ORDERS FOR SERVICES. THIS STATEMENT OF WORK IS NOT VALID UNLESS AND UNTIL (1) THE UNIVERSITY HAS ISSUED A PURCHASE ORDER FOR THE AMOUNTS SET FORTH IN THIS STATEMENT OF WORK AND (2) ALL INFORMATION MARKED WITH AN ASTERISK (*) HAS BEEN COMPLETED. NO PAYMENTS MAY BE MADE UNLESS THE REQUEST FOR PAYMENT INCLUDES A VALID UNIVERSITY PURCHASE ORDER NUMBER.

Instructions for University Personnel: Obtain a valid University purchase order in an amount equal to the total amount for which Marquette may be liable to the Provider. Complete the Statement of Work and the Attachment. If the Provider has additional terms or conditions to be made part of the Statement of Work and Purchase Order, and such terms and conditions may in any way conflict with the Terms and Conditions for Purchase Orders for Services or this Statement of Work, such terms and conditions must be submitted for review by Marquette's Office of General Counsel, using the Contract Processing and Approval Form available at <http://www.marquette.edu/ogc/forms/index.shtml>. See the "Conflicts" provision of the Terms and Conditions for Purchase Orders for Services for more information. The University college, office, or department initiating the Purchase Order is required to maintain copies of the Statement of Work and any related documentation. Questions may be addressed to the Department of Purchasing or the Office of General Counsel.