



BUSINESS & FINANCIAL SERVICES  
PURCHASING DIVISION

9500 GILMAN DRIVE – 0383  
LA JOLLA, CALIFORNIA 92093-0383

**Subject:** Hospitality Supplier Guide

These are UC San Diego's guidelines for hospitality contracts. While there may be additional contractual items requiring further negotiation, the items below are non-negotiable. **If these terms are not acceptable, please notify the department initiating the contract immediately as they will need to explore other options for their event.** The purpose of this guide is to assist the timely execution of hospitality contracts. When contracts are created using the preferred language below Procurement will be able to expedite the review and signature of contracts.

**Payment Terms:**

- The University will accept prepay deposits for 0-50% of the estimated total minimum charges. The payment terms for the balance will be Net 30 days after receipt of final invoice, if not paid immediately. Prepayment in full prior to the event will not be agreed upon.
- The University cannot accept late fees or penalties, or agree to pay interest or fees associated with collection. The signed contract is obligation to pay agreed upon charges.
- The department will make the decision on how to pay. They will either pay with a card, or issue a check via our MyPayments system. It is strictly prohibited for University cards to be "stored on file" for future events or run without explicit approval from the department.

**Indemnification & Insurance:** The University cannot indemnify third parties, nor be responsible for third parties. The University's insurance can be found online, at this link: [https://www.ucop.edu/risk-services/files/UC Generic Cert of Self-Ins 2018-19.pdf](https://www.ucop.edu/risk-services/files/UC%20Generic%20Cert%20of%20Self-Ins%202018-19.pdf). As explained on the link, individual documents specifically naming vendors as additional insured will not be issued.

**Completion of Commercial Credit Application:** UCSD has received requests from vendor firms to complete credit applications as a result of purchase orders, agreements or contracts that have been executed or are in the process of being executed. Although it is not customary for UCSD to

complete credit applications from any firm, we are happy to provide references and financial information that can be used to validate the excellent credit standing of UCSD. As a recipient of public funds, the University cannot accept, nor will we agree to terms inherent on credit applications and credit agreements, which impose penalties of any kind. Our signature on such a credit application could place the University, and public monies, at risk. You may also review all valid financial information from our annual financial report at: [annualreport.ucsd.edu](http://annualreport.ucsd.edu)

Dun & Bradstreet: Account Number: 003985512
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Wells Fargo Bank Los Angeles, CA 90017 Customer Services for UCSD Phone: 1-800-289-3557 Fax: 213-614-3109 Account Number: 4759-606-841
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UCSD's FEIN: 956006144
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**Delegation of Authority:** Contracts must always be signed by Procurement and Contracts. Professional buyers have delegated authority for signing contracts or agreements on behalf of the University.

**What to Expect:** Once the department initiating the contract obtains Procurement's signature, they will send you the signed contract. Please provide them with a countersigned copy. If Procurement makes modifications on the signed contract that are acceptable, please initial and countersign the contract instead of incorporating the changes into a fully revised copy for review. After Procurement has signed the contract, if there are any changes to event details requiring modifications to the contract, please send an amendment only outlining the changes and all original terms shall remain in place. Sending a fully revised contract requiring signature should not be necessary and it will cause significant delays in execution of the contract.

Please review the following page for helpful tips and preferred language to help the timely execution of contracts. For additional information on how to do business with the University, resources can be found online at this link: <http://ipps.ucsd.edu/resources/index.html>

## Helpful Tips for Creating Contracts:

- Contracts should be by and between the vendor and **The Regents of the University of California on behalf of the University of California San Diego.**
- All hospitality contracts issued to the University should be in an unlocked PDF format. Contracts will be signed via electronic signature on the PDF; the University will not sign contracts using online applications such as individual vendor sites or Sertifi.
- Please include a total estimated value so the department initiating the contract understands the full financial commitment.
- Do not reference additional terms via an online website link. The additional terms referenced in a link will be redlined and not applicable to the executed contract. All terms related to and/or applicable to the contract should be clearly referenced in the contract.
- Do not offer promotional or reward bonuses to the University department's planner. While concessions such as discounted or waived resort charges, parking, or room rates are preferred and appreciated, University departments and/or individuals cannot be awarded points from the contract/event.
- Do not require additional documents to be signed, such as banquet orders or confirming menu options. The department's email confirmation of the items listed on these documents should suffice as approval and acceptance.
- All materials received by UCSD are subject to the California Public Records Act. UC will recognize as confidential only those elements which are specifically exempt as defined in the law of California and which are clearly marked as 'confidential' or 'proprietary.' Vague designations and blanket statements regarding entire pages or documents are insufficient and shall not bind UC to protect the designated matter from disclosure of any records if they are not plainly marked as 'confidential' or 'proprietary,' or if disclosure is required by law or by an order of the court. The Group will indemnify, defend, and hold harmless the Hotel from any claims arising out of the Group's failure to maintain confidentiality of items determined to be confidential by the UC.

## Preferred Language:

- **Payment Terms:** *Prepay deposit equal to X [Vendor, insert dollar value equal to 0-50% of total expected minimum charges] is due once contract is fully executed. Payment terms for the balance are Net 30 days after receipt of final invoice, if not paid immediately. Vendor will provide final invoice following the event. The University cannot accept late fees/penalties. Signed contract is obligation to pay agreed upon charges.*
- **Mutual Indemnification:** *UC will defend, indemnify, and hold harmless Vendor, its officers, employees, and agents, from and against all third party claims, losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of UC's performance under this Agreement, but only in proportion to and to the extent that such losses, expenses, attorneys' fees and costs, damages and liabilities are caused by or result from the negligent or intentional acts or omissions of UC, its officers, employees, or agents. Vendor agrees to provide UC with prompt notice of any such claim or action and to permit UC to defend any claim or action, and that Vendor will cooperate fully in such defense.*  
*Vendor will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all third party claims, losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of Vendor's performance under this Agreement, but only in proportion to and to the extent that such losses, expenses, attorneys' fees and costs, damages and liabilities are caused by or result from the negligent or intentional acts or omissions of Vendor, its officers, employees, or agents. UC agrees to provide Vendor with prompt notice of any such claim or action and to permit Vendor to defend any claim or action, and that UC will cooperate fully in such defense.*
- **Insurance:** *The Hotel and UC shall maintain and provide evidence of insurance upon request in amounts sufficient to provide coverage for any liabilities, which may reasonably arise out of or result from the respective obligations pursuant to this contract.*

If you are interested in expediting the contract review process, please take the redlines on signed contracts into consideration for future contracts. If you would like to work with Procurement to establish a mutually acceptable template for future contracts, please reach out to [HospitalityContracts@ucsd.edu](mailto:HospitalityContracts@ucsd.edu).

Sincerely,

*Rebekah Atkinson*

Senior Manager, HDH Procurement

University of California San Diego

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