MEMORANDUM OF UNDERSTANDING

Dated this XXX, by and between the XXX, hereafter referred to as XXX and the XXX, hereafter referred to as XXX, Witnesseth:

WHEREAS CONFERENCE OFFICE and DDS desire an agreement between the two parties which formalizes their relationship concerning food, beverage and related services provided by DDS for conference groups booked through CONFERENCE OFFICE.

NOW THEREFORE, the parties agree as follows:

I. General Policies:
   1. Cafeteria style meal service is generally provided.
   2. Cafeteria meals are based on an “unlimited seconds” policy.
   3. Conferences and similar events that require multi-departmental involvement will be referred to and coordinated by CONFERENCE OFFICE. (Exception: Orientation Program).
   4. CONFERENCE OFFICE will secure all food services from DDS that are to be provided on campus for CONFERENCE OFFICE clientele.
   5. All arrangements between DDS and CONFERENCE OFFICE will be under the supervision of an Assistant Director who will represent DDS and serve as the official liaison with CONFERENCE OFFICE for service related issues. Similarly, the Assistant Director of CONFERENCE OFFICE will be the official liaison with DDS. All policy issues that change or augment the terms of this agreement will be subject to the approval of the Directors of each department.

II. Dining Hall Hours of Operation:
   1. Meal Hours: MONDAY – FRIDAY: Breakfast, 7:00 – 9:00 a.m.; Lunch, 11:30 a.m. – 1:30 p.m.; Dinner, 4:30 – 6:30 p.m. SATURDAY – SUNDAY: Breakfast, 7:00 – 9:00 a.m.; Brunch/Lunch, 10:30 a.m. – 12:30 p.m.; Dinner, 4:30 – 6:30 p.m. Meal hours are subject to change upon prior written notice from DDS to CONFERENCE OFFICE.
   2. Group Size and Allowable Times: 1 – 300, 1 hour maximum meal period; 301 – 500, 1 ½ hour maximum meal period; 501 and more, 2 hour maximum meal period.
   3. Meals should be scheduled for the allowable times within the above block of times for each meal. Requests for times outside of these meal times must be approved by Dining Services and may require additional charges.

III. Meal Plans, Meal Cards and Guarantees
   1. Number of Meal Plans: A group may arrange for up to two different meals plans. Any exceptions to this must be approved by Dining Services. A summer conference charge card is not considered a meal plan.
   2. Conference Meal Card: Dining Services will activate and issue to CONFERENCE OFFICE computerized meal cards for the guaranteed number
plus the designated variance requested. Dining Services will bill CONFERENCE OFFICE for the number of meal cards issues. However, Dining Services will give a credit on unused meal cards that are returned no later than 4 days after the start of the first meal of the latest starting meal plan of that group. Credit will not be given for meals that fall below the guaranteed numbers.

3. **Summer Conference Charge Card:** This card is issued to a group that has occasional need to feed a guest or a staff member. This is used for a very limited number of meals. A group will be assigned only one account but may have several cards. A dollar limit cannot be placed on any transaction or on the total amount charged to the account. The price charged for meals used on this card is at a rate that is higher than the contract rate.

4. **Dining Dollars Card:** This option is available for groups residing for a longer period of time. A minimum of $50.00 can be deposited with the D.S. Business Office to set up an individual account; this money is not refundable. CONFERENCE OFFICE has the option to increase the minimum opening deposit. Individuals can use this card in any Dining Services operated facility accepting DDS debit cards and the appropriate cash amount will be deducted from the card as it is used. Since dining halls in the summer time are open according to contracted meal plans only, a guest with this card may sometimes find that a cafeteria style dining hall is not open for all meals they may desire.

5. **Lost Conference Meal Cards:** There is a $XXX replacement fee for a lost meal card. All lost cards should be reported directly to the dining hall manager and the fee will be paid to the manager by the guest at the time of pick up of a new card at the Dining Hall. In most cases, the new card will be ready for pick up at the next scheduled meal. Dining Dollars Cards must be replaced at the Dining Services Business Office during normal business hours.

**IV. Information Schedule**

1. **Initial Booking:** At the time the group has definitely decided on using DDS services, CONFERENCE OFFICE is to obtain the following information and forward it on the Dining Services: Estimated number of persons in group requesting meals from us; Days, dates, meals and meal times requested; What dormitory will persons requiring meals be housed in.

2. **Major Count Changes:** When counts change 20% or more, Dining Services must be informed immediately.

3. **60 Days prior to First Meal:** No later than 60 days prior (unless request is received after this deadline in which case this will be done immediately upon request) CONFERENCE OFFICE will make contact with the group and make all final arrangements. CONFERENCE OFFICE will inform Dining Services of these arrangements, using the Dining Services Special Summer Programs Order Form. This is to be updated as soon as information becomes available: Exact Meals; Meal Times; Special Requests, ie: Bag lunches, special banquet requirements; Updates on estimated counts.

4. **14 Days Prior to First Meal:** CONFERENCE OFFICE to provide this information to Dining Services. Except for UMCP sports camps, which will be 7 days, any
exceptions to this must be approved by Dining Services. Guaranteed Meal Count for all dining hall meals; CONFERENCE OFFICE Meal Card Request Form.

5. **4 Business Days Prior to Any Catered Meal:** Guarantees of exact attendance

6. **Cancellations for Long-Term Customers:** When a customer is staying three weeks or longer, cancellations of that individual’s meal plan will be effective one week after his/her meal card has been returned to the Catering Office, provided that the card was not used during that one week period.

V. Catered Functions

1. Prices and policies as published in the DS Catering Guide and those applicable to other University departments will also be applicable to CONFERENCE OFFICE. Exceptions shall be limited to: Requests from customers for special ethnic related menus and preparation procedures; A site chosen for a meal that is not located in the Stamp Union or DDS building; The size of the group exceeds the meal seating capacity of DDS or Student Union facilities; Meal is to be provided out-of-doors, in which case exceptions is limited to service requirements not related to the meal, such as: tents, entertainment, decorating, lighting and toilet facilities; Any discounts normally offered campus departments will not apply.

2. To insure proper service, all catering requests must be made 14 days prior to each function.

3. Catering guarantees are due four business days prior to the event. This count is not subject to reduction or increase and is your guaranteed count. Exceptions require D.S. approval.

4. If alcohol is being requested for any function, catering requires 14 days notice.

5. Dinners are allowed a maximum of three hours without overtime charges. Groups will be charged $XXX per person per hour past the standard three hours for up to 200 persons; over 200 persons, $XXX per person.

6. Student Union Rooms and minimum number required: Ballroom 1, 200; Ballroom 2, 150; Ballroom Lounge, 50; Room 1, 50; Room 2, 50. If the count falls below the minimum number required for a specific room, there will be a charge of $XXX per person up to room minimum.

7. The per person cost specified for picnics does not include any tables and chairs. If a group requires outside seating, this must be requested and can be arranged at an additional cost. All picnics use disposable serviceware.

8. CONFERENCE OFFICE is responsible for making location reservations for all catered events. Any audio/visual equipment, staging tables, chairs, entertainment, decorating, lighting, temporary toilet facilities, tents and special prop pieces that are needed are the responsibility of CONFERENCE OFFICE. DS is responsible for all food related equipment and cleanup of food related equipment. DS will arrange for tables, chairs and head tables for indoor catered events at Student Union and DS locations.

VI. Catering Facility

Catering Facility administrator needs to know in advance of any person requesting their services. Catering Facility management will deal directly with customer in making arrangements for function. Billings for Catering Facility functions will pass through the
Dining Services Catering Office and be included on each group’s master DS bill. Payment shall be due at the same time payment is due for other catered services.

**VII. Concessions**
D.S. will make all determinations on Concessions food sales.

**VIII. Billing**
CONFERENCE OFFICE shall be responsible for preparing and collecting all bills for services provided by DDS to all groups and events coordinated by CONFERENCE OFFICE. CONFERENCE OFFICE shall credit the appropriate DDS account for all meals served, less the CONFERENCE OFFICE percentage payment defined in section IX, as follows:

1. For meals served January 1 through June 30, payment will be made no later than June 30.
2. For meals served July 1 through August 31, payment will be made no later than October 1. Adjustments to accounts will be able to be made up to December 20 providing both CONFERENCE OFFICE and DDS agree on the adjustments.
3. For meals served September 1 through December 30, payment will be made no later than January 15.
4. Uncollectible accounts will become the liability of CONFERENCE OFFICE.

**IX. Payment**
CONFERENCE OFFICE will receive XX% of the following sales when they are provided to groups (and events coordinated by CONFERENCE OFFICE): food, beverages, and charges for pass through items (ie: flowers). Dining Services will not pay CONFERENCE OFFICE XX% of service charges not on any per person room rental charges for services provided in the Stamp Union. If there are charges for use of space for any type of food or beverages delivery, or reception on campus it is CONFERENCE OFFICE responsibility to bill for use of the room, unless covered by DS according to policies as stated in the DS Catering Guide.

**X. Amendment and Arbitration**
The parties intend to be bound by this Memorandum. This Memorandum, being an agreement between two units of the same legal entity, is not a legally enforceable contract but rather an administrative procedure which can be changed only by agreement of the parties and attachment hereto. In case of dispute, the decision of the Assistant Vise President for Student Affairs, overseeing both departments, or his designee shall be final.

For: Department of Dining Services

By _______________________ ________________________
  Director     Date
For: CONFERENCE OFFICE

By _______________________ ________________________
  Director     Date