

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“**MOU**”) is made as of the 1st day of July, 2022, (the “**Effective Date**”) by and between University of Southern California, a California nonprofit public benefit corporation, on behalf of its USC Auxiliary Services, USC Hospitality and USC Hotel (hereinafter “**USC Hospitality**”), and Town and Gown of USC, a nonprofit philanthropic organization (hereinafter “**Town & Gown**”) individually a “party” and collectively “parties” to this MOU.

WHEREAS, Town & Gown is a nonprofit philanthropic organization whose purpose is to support USC through scholarships for students, building and campus enhancements and cultural programs;

WHEREAS USC Hospitality provides hospitality services on the USC campus;

WHEREAS USC Hospitality and Town & Gown seek to memorialize the parties’ commitments to providing mutual support for their common interests;

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, the parties mutually agree as follows:

1. **USC Hospitality** commits to the following (collectively referred to herein as “Services”):
 - a. providing a twenty-five percent (25%) discount on its catering (food and beverage) in all USC private event and conference venues with a stipulation that the service charge will be due on the retail value of the menu options selected. The service charge is currently twenty-one (21%) but is subject to change;
 - b. offering complimentary room rental at all USC private event and conference venues subject to USC Hospitality prior reservations;
 - c. waiving food and beverage minimum requirements at all USC private event and conference venues;
 - d. waiving all regular and standard labor charges within USC private event and conference venues; with the exception of labor charges related to Audio Visual Services.
 - e. providing complimentary rental on all USC owned audio visual equipment for all USC private event and conference venues, with the stipulation that any third party rentals will be coordinated and paid for directly by Town and Gown;
 - f. providing complimentary use of the “200 series” meeting rooms at the 2nd floor of USC hotel for Town & Gown Scholarship interviews, based on availability and a minimum of 14 days advance notice. This does not include any portion of the hotel ballrooms.
 - g. providing a twenty-five percent (25%) discount on all labor rates for audio vision equipment set up, teardown and operation;
 - h. guaranteeing the 2021-2022 rates for audio visual labor for the 2022-2023 year;
 - i. providing Town & Gown estimates in advance of all anticipated charges for events including food and beverage costs, labor charges and any changes to the service charges;
 - j. charging a “Town & Gown Preservation Fee” to all clients that use the Town & Gown facility at the following levels:
 1. \$100 per event for USC groups and

2. \$250 per event for non-USC groups.

2. **Town & Gown** commits to:

a. budgeting ten thousand USD (\$10,000) each fiscal year to purchase, repair, replace furniture, fixtures and equipment related to the preservation of the Town & Gown facility;

b. facilitating the timely review and approval process of USC Hospitality requests to purchase, repair and/or replacement furniture, fixtures and equipment in the Town & Gown facility that will be funded by Town & Gown or the Preservation Fund.

2. **Term and Termination.** The term of this MOU shall begin as of the Effective Date above and expire with no further action of the parties on June 30, 2023 (“Term”). The Term of this MOU may be extended or renewed by mutual written agreement of the parties. This MOU may be terminated by either party without cause upon ninety (90) days prior written notice to the other party and upon thirty (30) days written notice and opportunity to cure (if curable) in the event of a material breach.

3. **Independent Contractor.** In rendering the Services contemplated in this MOU, USC Hospitality will act as independent contractor and the method and techniques of performance shall rest in USC Hospitality’s discretion. It is understood that neither USC Hospitality nor Town & Gown intends that USC Hospitality shall be, or be deemed to be, an employee or agent of Town & Gown during the Term of this MOU.

4. **Assignment and Subcontracting.** This MOU shall not be assignable by either party, except to an affiliate of such party. Any other attempted assignment by a party shall be void and of no effect. USC Hospitality shall notify Town & Gown if USC Hospitality utilizes any subcontractors or third party contractors in connection with the provision of Services under this MOU.

5. **Confidentiality.** Each party agrees: (i) not to disclose the Confidential Information (as defined below) of the other party to third parties (excluding a party’s agents or representatives); (ii) not to use the Confidential Information except in furtherance of the purposes of this MOU; (iii) that the Confidential Information of a party is and shall remain the property of the disclosing party; and (iv) to return or destroy, at the request of the disclosing party, the other party’s Confidential Information upon termination of this MOU. “Confidential Information” shall specifically include, without limitation, the rates and costs of the provision of Services and the terms of this MOU, “Confidential Information” shall not include (a) information which is or becomes generally known to the public through no act or omission of the receiving party, (b) information which has been or hereafter is lawfully obtained by the receiving party from a source other than the disclosing party so long as, in the case of information obtained from a third party, such third party was or is not, directly or indirectly, subject to an obligation of confidentiality at the time such Confidential Information was or is disclosed to the receiving party, or (c) information that is developed independently and without reliance on the Confidential Information. The confidentiality obligations of each party will survive expiration or termination of this MOU.

6. **Choice of Law; Forum.** This MOU shall be governed by and construed under the laws of the state of California, without regard to conflict of law principles. The parties believe that most disagreements can be resolved informally through cooperative, good faith discussion. In the event that we cannot resolve a dispute through discussion, any disputes arising in connection with this MOU shall be submitted to Judicial Arbitration and Mediation Services (“JAMS”) or successor organization for binding arbitration in Los Angeles, California by a single arbitrator. The parties also agree to waive their right to a jury or court trial. The arbitrator shall be selected based on agreement by the parties within forty-five (45) days of the filing of an arbitration demand with JAMS by any party hereto; if the

parties are unable to agree on an arbitrator within that timeframe, JAMS will select a neutral arbitrator pursuant to JAMS's then current procedures. A decision shall be rendered by the arbitrator within thirty (30) days of the conclusion of the hearing. The arbitrator shall have complete authority to render any and all relief, legal and equitable, appropriate under this MOU. The provisions set forth herein shall survive expiration or other termination of this MOU, regardless of the cause of such termination.

7. **Enforceability.** If any provision of this MOU is declared invalid or unenforceable by judicial determination or otherwise, such provision shall not be void, but rather, the subject provision shall be limited to the extent enforceable by law.
8. **Waiver.** No delay or failure by either party to exercise any right, remedy or power herein shall impair such party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein, and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing and executed by the waiving party.
9. **Force Majeure.** Neither party shall be deemed in default of this MOU to the extent that performance of its obligations or attempts to cure any breach are delayed, restricted or prevented by reason of any acts of God, medical epidemic or pandemic, government-imposed quarantine, fire, natural disaster, act of government, strikes or labor disputes, inability to provide materials, power or supplies, or any other act or condition beyond the reasonable control of any of the parties.
10. **No Third Party Beneficiaries.** Nothing in this MOU, express or implied, is intended to or shall confer upon any person or entity other than Town & Gown and USC Hospitality any right, benefit or remedy or any nature whatsoever under or by reason of this MOU.
11. **Notices.** Any notices required to be sent pursuant to this MOU shall be sent by certified or registered mail or by nationally recognized overnight courier to the address specified below.

If to Town & Gown:

Attn: _____

If to USC Hospitality:

University of Southern California

Attn: _____

Either party may change its notice address by giving the other party written notice of such change in the manner specified above.

12. **Publicity.** Neither party shall use the name, logo, trademark or symbol of the other party or its affiliates in any advertising or promotional material without the prior written consent of the other party.
13. **Limitation of Liability.** EXCEPT AS EXPRESSLY SET FORTH IN THIS MOU, USC HOSPITALITY DISCLAIMS ANY AND ALL EXPRESS WARRANTIES, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES OF MERCHANTABILITY, OR OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST GOODWILL, LOST PROFITS, LOST BUSINESS OR OTHER INDIRECT ECONOMIC DAMAGES, WHETHER SUCH CLAIM IS BASED ON CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR OTHER LEGAL THEORY, AS A RESULT OF A

BREACH OF ANY WARRANTY OR ANY OTHER TERM OF THIS MOU, AND REGARDLESS OF WHETHER A PARTY WAS ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

14. **Entire Agreement; Modification.** This MOU constitutes the complete and entire agreement of the parties relating to the subject matter hereof, and supersedes any and all prior written and oral agreements or understandings relating to such subject matter. This MOU may be modified or amended only by a writing executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date first written above.

TOWN & GOWN OF USC

**UNIVERSITY OF SOUTHERN
CALIFORNIA**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____