



# Memo of Agreement

---

## Special Event Functions

**DATE:** Winter 2007

**FROM:** Larry D. Collins  
Managing Director, North American Christian Convention

**TO:** All organizations who sponsor Special Event Functions at the NACC;  
And all organizations who conduct special event functions that are associated with the NACC.

To ensure that the NACC complies with applicable legal requirements and to ensure sound fiscal management, I am providing the following information to all sponsors of special events held in conjunction with the North American Christian Convention held in Cincinnati, Ohio, July, 2008.

**Please sign and return this MEMO OF AGREEMENT to the NACC office with your Special Event Request Form. We must have this signed document on file in the NACC offices by April 1 in order to finalize arrangements for your event. We are hopeful that this advance notice of these NACC policies and making you aware of the convention center and hotel guidelines will minimize any inconvenience to your organization as you plan and detail your event.**

While the NACC serves as a “clearinghouse” for arranging space with the convention center and hotels, **your organization will have direct responsibility for the following:**

- Submitting your room set-up description/diagram ASAP to the catering manager of the facility hosting your event.
- Negotiating and communicating directly with the catering manager of the hotel hosting your event if the NACC office assigns you to a hotel.
- Negotiating and communicating directly with the food service company of the Convention Center, if the NACC office assigns you to the Convention Center.
- Paying the deposits and final payment as negotiated. Meeting the deadlines for guaranteed headcount and all other contract related timelines, as it relates specifically to your special event.
- Asking about room “set-up and re-set” charges, and negotiating same, as appropriate. Paying for these additional charges, if applicable, as part of your event cost.
  - Set up charges are for setting a room if different than it is normally arranged.
  - Reset charges are for returning the room to its normally arranged set.
  - These charges occur when the room you are assigned/book to is set up for one use, and you want to use it for a different use. Changing the room set and then returning it to its original set is not always discussed by caterers/ hotels/ convention centers, but is clearly laid out in their contract. These charges are negotiable items, if discussed prior to contracting your special event. There is usually no charge if you are booking a banquet or buffet type event. Always clarify, and negotiate before signing the contract. All negotiated items that are different than the original hotel/convention center policy, should be put into writing, and made part of your contract.

The NACC has incurred significant expense in years past due to room set-up and re-set charges at special functions. These expenses occur because they were not discussed and negotiated up front. The NACC will pass these charges on to you, the organizer of the special function if the NACC is billed afterwards. We thank you in advance for your understanding and cooperation.

The NACC will do everything it can to provide you with a room where no set up and resets are involved; however, by signing this agreement you acknowledge that your organization is responsible for any charges for setting up the space and re-setting it for use by the NACC following your function. **This policy includes a situation in which your organization**

**arranges to use a space, does not “order” a “special” set up, but in which members of your group in the course of the event alter an existing set-up without returning the room to its original configuration.** Charges by hotels/convention center vary. It is not unusual, for re-set labor to include a 4-hour minimum for 2 people at \$20 per hour. This year’s typical set/reset cost are estimated at \$320 each, with normal timelines and room size. Resets that must be hurried would cost more.

Production and union costs. You are responsible for any rental fees of AV, lighting, or production equipment owned by the hotel or AV Company contracted for use at the facility.

Copyright licensing compliance with groups such as Broadcast Music Incorporated (BMI) and the American Society of Composers, Authors, and Publishers (ASCAP) for any live or recorded music used at your event. By signing this agreement you acknowledge that it is your responsibility to contact BOTH of these societies to file the required licensing application and to arrange for payment of the appropriate fees *if* live or recorded music will be used at your function. Exemption from compliance to the 1976 Copyright Act under Section 110 (3) does *not* apply unless an event is a worship service.

BMI’s phone number is 800-925-8451.  
ASCAP’s phone number is 800-505-4052.

A nationally recognized legal resource with experience in conventions and copyright compliance is Jonathan T. Howe of Howe & Hutton. Jonathan may be reached by phone at 312-263-3001. A link to an online booklet entitled *Music in the Marketplace – Who Pays the Piper*, will be sent to you with your confirmation email. This booklet should be helpful in answering questions you may have about copyright compliance.

Liability insurance for your special function. By signing this agreement, you acknowledge that the NACC’s event insurance policy only covers the main sessions, child care, the children’s daytime convention field trips, and workshops. Your organization is responsible to have adequate liability insurance coverage for your event. In many cases your comprehensive property casualty coverage may provide the needed coverage. Consult your insurance professional.

By signing this **MEMO OF AGREEMENT** you agree to hold harmless, indemnify, and defend the North American Christian Convention should any claims arise as a result of non-compliance to the above requirements by your organization.

By signing this **MEMO OF AGREEMENT**, you are authorizing the North American Christian Convention to invoice your organization for applicable charges incurred by your special event, not previously negotiated, for which the NACC is billed. Such invoices are due and payable within thirty days of receipt.

**NAME OF YOUR ORGANIZATION** \_\_\_\_\_  
(Please PRINT)

**NAME OF PERSON AUTHORIZED TO SIGN THIS AGREEMENT**

Name \_\_\_\_\_ Title \_\_\_\_\_  
(Please PRINT)

**SIGNATURE** \_\_\_\_\_ **Date** \_\_\_\_\_

**BILLING ADDRESS** \_\_\_\_\_

After signing this agreement, please make a copy for your files.

**NACC MANAGING DIRECTOR** \_\_\_\_\_ **DATE** \_\_\_\_\_  
Larry D. Collins