Scope of Work for CSU Pueblo Event Services under Master Collaboration Agreement

1. Parties

This Scope of Work ("SOW") is entered into by and between Aladdin Food Management Services, LLC ("Aladdin"), and the Board of Governors of the Colorado State University System, acting by and through Colorado State University Pueblo (hereinafter "CSU Pueblo" or "Institution") (collectively, the "Parties"), and is incorporated into and made a part of that certain Master Collaboration Agreement between the Parties dated as of March 26, 2025 (the "MCA").

2. Purpose

The purpose of this SOW is to define the roles, responsibilities, and deliverables with respect to Aladdin's support of certain auxiliary service operations managed by Aladdin on the CSU Pueblo campus. This SOW covers scheduling of events for the following venues:

- OSC Ballroom
- Hoag Hall
- Top Floor of Library
- Outdoor spaces to include the following:
 - o Amphitheater,
 - o Fountain,
 - o The Patio.
 - The West Patio,
 - Courtyard at Art and Music Roof Top at Art and Music
 - This SOW does not cover regular scheduling of events in Athletics' venues, general assignment classrooms, academic buildings, the LARC (except for top floor), conference rooms, or other spaces unless specifically requested and authorized by CSU Pueblo. Aladdin may coordinate with Athletics staff for non-athletic events that may be scheduled in athletic venues.

This SOW is subject to and must be read and interpreted in accordance with the <u>CSU Pueblo Policy on Event Scheduling</u> and Facilities Use ("Events Policy") and the Free Speech and Peaceful Assembly policy, as may be amended from time to time. In the event of any conflict between this SOW and said policies, the policies controls.

3. Scope of Services

The Event Services Program Proposal (Proposal) attached hereto is incorporated by reference. Any terms within this Statement of Work that conflict with the Proposal shall be controlling.

Aladdin shall exclusively provide the following services at CSU Pueblo campus facilities:

- Service Category: Event Services Management
- Service Description:
- 3.1 <u>Event Services Management.</u> The Event Services Management program will include:
 - Providing a Campus Venue Events Manager ("CVEM") as primary point of contact for clients. This position works for Aladdin to carry out the responsibilities and tasks assigned to Aladdin by the CSU Pueblo Senior Director of Auxiliaries and/or the CSU Pueblo Vice President of Operations/CFO. CSU Pueblo reserves the right to require Aladdin to remove an individual from the CVEM position if the individual is not satisfactorily performing the work or has violated any CSU Pueblo policy or applicable law, provided such requests are non-discriminatory and comply with all laws and regulations governing employment.
 - Confirming space availability
 - Managing use of space
 - Overseeing event calendar
 - Coordinating Aladdin's staff
 - Coordinating vendors
 - Collaborating with CSU Pueblo's events management team
 - Coordinating the setup and teardown of tables, chairs, signage, tents or booths, or any other structure with CSU Pueblo staff
 - Onsite event manager present at events to coordinate audiovisual and other needs in coordination with CSU Pueblo staff
 - Coordinating event custodial services such as cleaning restrooms, kitchen cleaning, and event cleanup performed by CSU Pueblo staff and, when necessary and on a one-time, temporary basis, providing such additional custodial services as requested by CSU Pueblo.
 - Post-event evaluations with reporting and recommendations
 - Consulting with and obtaining the approval of the CSU Pueblo Senior Director of Auxiliary Services for each event to be scheduled, in accordance with the Events Policy. The Senior Director of Auxiliary Services must sign all contracts for events scheduled. University cannot delegate to Aladdin signature authority.
- 3.2 Marketing. The CVEM will develop and implement sales and marketing strategies and participate in networking, expos, and trade shows to promote CSU Pueblo's venues in coordination with the CSU Pueblo department of Marketing, Communications and Community Relations. Aladdin shall have a limited, non-exclusive, royalty-free, revocable license to use CSU Pueblo's name, logos and trademarks in connection with this scope of work in accordance with CSU Pueblo's branding guidelines and marketing

policies, as may be amended from time to time.

4. Fees & Financial Arrangements

- 4.1 Management Fee. CSU Pueblo shall pay to Aladdin a management fee of twenty percent (20%) of total event revenue collected ("Management Fee"), exclusive of catering, security, and other costs that must be paid by the event sponsor as part of the event rental agreement. CSU Pueblo sets the event rental pricing in consultation with Aladdin and selects the events for which revenues will be collected. Aladdin acknowledges and agrees that certain users of CSU Pueblo Facilities do not currently pay any fees for such uses in accordance with the Events Policy and that no revenues will be generated by such uses.
- 4.2 <u>Labor.</u> CSU Pueblo shall cover the cost of setup labor for all events, by providing labor or reimbursing Aladdin for same.
- 4.3 **Security Services.** Any security costs will be billed directly to the booking client on a per-event basis. Security arrangements are made by the CSU Pueblo Director of Campus Safety and Emergency Management (CSEM) and the Pueblo County Sheriff's Department (PCSO). Aladdin is not authorized to retain any other individual or entity to provide security at campus events without the advance, written approval of the Director of CSEM.
- 4.4 <u>Client Billing</u>. Aladdin will handle event bookings and client billing, and remit proceeds monthly to CSU Pueblo, less the Management Fee and any setup labor expense chargeable to CSU Pueblo.
- 4.5 **In-Kind Contribution**. Aladdin will provide a \$20,000 per year in-kind donation to CSU Pueblo in the form of room rental credit for use sponsored by the Office of the President for an outside group that would otherwise incur rental fees.

5. Term of SOW

This SOW shall commence on the date it is fully executed by all parties and remain in effect through June 30, 2030, unless otherwise terminated in accordance with this SOW. Thereafter, and if the MCA is extended beyond its initial term, the SOW shall automatically renew on a month-to-month basis, unless notice is provided by CSU Pueblo of its intent not to renew this SOW at least 60 days prior to the effective termination date.

6. Termination

This SOW may be terminated by either party upon 60 days' written notice. Additionally, this SOW will automatically terminate upon expiration or termination of the MCA. CSU Pueblo shall remain responsible for payment to Aladdin for all services rendered and financial obligations incurred through termination date.

7. Amendments

Any modifications or amendments to this Scope of Work must be made in writing and signed by all parties.

8. PRIVACY OF INFORMATION.

To the extent that Aladdin and/or its subcontractors receive any personally identifiable student information, including, but not limited to, Education Records protected under with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232 and its implementing regulations in 34 CFR Part 99, as well as all other applicable privacy laws with respect to such information. The Parties acknowledge that a student's course schedule is an Education Record. Aladdin represents, warrants, and agrees that it will:

- (a) hold the protected information in strict confidence and will not use or disclose the information except as (1) permitted or required by this Scope of Work in order to perform the services hereunder; (2) required by law, or (3) otherwise authorized by CSU Pueblo in writing;
- (b) Safeguard the information according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which Aladdin protects its own confidential information; and
- (c) Continually monitor its operations and take any action necessary to assure that the information is safeguarded in accordance with the applicable privacy laws. These measures will be extended by contract to all subcontractors used by Aladdin. At the request of CSU Pueblo, Aladdin agrees to provide the University with a written summary of the procedures it uses to safeguard private information.

Upon termination, cancellation, expiration or other conclusion of this Scope of Work, Aladdin shall return all protected information to the University within thirty (30) days or, if return is not feasible, destroy any and all protected records. Twenty (20) days before destruction of any protected information, Aladdin will provide the University with written notice of its intent to destroy the records. Within seven (7) days after destruction, Aladdin will confirm to the University in writing the destruction of such records.

9. Records and Audit.

Aladdin shall make, keep and maintain a complete file of all records, communications and documents pertaining in any manner to its performance under this Scope of Work. Aladdin shall maintain such records for a period of at least three (3) years until the last to occur of: (i) the date this SOW expires or is sooner terminated, (ii) final payment is made hereunder, (iii) the resolution of any pending contract matters, or (iv) if an audit is occurring, or Aladdin has received notice that an audit is pending, until such audit has been completed and its findings have been resolved. Aladdin shall permit the University and any duly authorized agent of the University, or the state auditor, to audit and inspect such records during such period to assure compliance with the terms hereof or to evaluate performance hereunder. Aladdin shall include similar requirements in its subcontractor agreement(s).

10. University Policy on Safety.

CSU Pueblo reserves the right to remove and restrict anyone from the CSU Pueblo campus that is a threat to the safety and security of the campus and anyone who violates any CSU Pueblo, CSU Board of Governors, or CSU System Policy.

Accepted and Agreed:

| For Aladdin Food Management Services, LLC: |
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| Name: Travis Young |
| Title: Senior President of Operations |
| Signature: |
| Date: 8/22/2025 |
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| For Board of Governors of the Colorado State University System, acting by and through |
| Colorado State University Pueblo |
| Name: Garrison M. Ortiz |
| Title: VP of University Operations/Chief Financial Officer |
| Signature: |

Legal Sufficiency

Date: <u>08.28.2025</u>

hnna Doyle

Deputy General Counsel

08/29/2025

Manita Pen Controller Date