## University of Maine Student Government, Inc.

## Financial Affairs

### Additional Funding Request/Travel Checklist

Please read the form thoroughly to be sure all the steps are followed.

- 1. Please include a copy of the approved Event Management Form from Student Life.
- 2. Fill out all the attachments to its **entirety**. These should include:
  - a. Event Request Form (Campus Groups)
    - Media Release of Liability
    - Travel Contract
  - b. Additional Funding Request
  - c. Event Budget Proposal
- 3. Please submit the packet to Student Government Financial Office after completion. Applications will be considered for the next EBC/GSS agenda. The undergraduate President or Treasurer or an alternate representative (with permission) must attend EBC.
- 4. Organizations must have final recognition status with UMSG. to be eligible for funding requests.
- 5. Please include a copy of any contracts, agreements, or registration with the request.
- 6. For any amount of additional funding that organizations receive from Student Government, Logo and Text Placement are required on all materials purchased or used to promote the organization event. Please read Financial Sponsorship Guidelines for more information.
- 7. Student Government does not reimburse for any items purchased before additional funding requests are approved. After requests have been approved, all original receipts and contracts must be submitted within 15 days after the event takes place. Exceptions must get prior approval by the VPFA or AVPFA.
- 8. Please send at least three photos of the event to the Director of Communications and tag @umsginc on Instagram to advertise the event. If the UMSG banner is available, please present it at your event. Contact details for the Director of Communications are available at umaine.edu/umsg/contact/.



# Additional Funding Request/Travel Checklist

1. Organization:			
2. Representative's Name:			
Title: President  Treasurer Other (With Permission):			
3. Representative's Phone #: Email:			
4. Name of Activity Planned:			
5. Event Date and Time:			
6. Event Location:			
7. Have You Completed An Event Management Form? Yes ☐ No ☐			
8. Expected Attendance: Expected Undergraduate Attendance:			
9. Are you charging ticket prices for undergraduate students? Yes ☐ No ☐			
10. Plans to Publicize Event to Student Body:			
11. Description of Proposed Activity:			
12. Attach Greek Waiver (If Required)			
13. If driving a vehicle, do you have insurance covering collision and third party liability			
from personal insurance or rental company with limits of up to at least \$100,000 for each			
person and \$300,000 for each accident for bodily injury and uninsured motorist liability.			
Yes ☐ No ☐ Other:			
Signature: Submitted Date:			
Signature: Submitted Date:			
Administrative Use Only			
Event Rating: Green Yellow Red			
Recognized: Yes No Event Management Form Status:			



# Event Budget Proposal

(Please use this form or attached substitute)

# **Sources of Funding:**

All Club Sources of Funding (Department, Fundraising, Member Dues, Organization Bank Account, Etc.)	Expected Amount (Amount Predicted)	Final Amount (Actual Amount Available)
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
Total:	\$	\$

(If more than 5 sources attach a separate page)

## **Budget:**

Item Requested	Cost	Source of Funding (From Above List)	Amount Allocated (Currently Set Aside)	Funding Still Needed from UMSG
	\$		\$	\$
	\$		\$	\$
	\$		\$	\$
	\$		\$	\$
	\$		\$	\$
	\$		\$	\$
	\$		\$	\$
	\$		\$	\$
	\$		\$	\$
Total:	\$		\$	\$

(If more items than spaces given, attach a separate budget.)

Total Cost of Event:	
Total Funding Still Needed from UMSG:	

## Financial Sponsorship Guidelines

#### For Advertisements:

- The logo of the University of Maine Student Government (available on our website) must appear in a conspicuous location on all materials purchased or used to promote the organization or event. These materials include (but are not limited to) advertisements, t-shirts, playbills, programs, jerseys (if permissible by league policy).
- On all promotional and advertising materials (such as videos, posters, flyers, emails, etc.), the UMSG logo must accompany with the following text:

The University of Maine Student Government, Inc.

or

#### UMaine Student Government

This text must appear at a reasonable readable size of 14 to 36 point font in proportion to the size of the advertising materials. UMaine SG, or any other variant on the name may not be used to fulfill this requirement.

• Student organizations are responsible for sending the Director of Communication a notification of whether there will be advertising materials within 6 days since the funding was approved by Senate. If yes, the advertising materials will have to be in as soon as possible. Proofs of signs present at the event (such as photos of signs at the events) also must be sent to the Director of Communications for the Marketing Committee to approve.

#### At the Event:

Additional requirements for student organizations that receive more than \$1499.00:

- Student Government's banner must be signed out from the Student Government President's Office (contact Pam Alden prideout@maine.edu). The Banner must be present at a conspicuous location at the event.
- The banner must be returned within 2 days of the event. If the banner is not returned on the second day, the group will be charged \$25 per day. This charge is not to be paid with funds received from Student Government.

#### Failure to comply with the financial sponsorship guidelines stated above will result in:

- Check being on hold until the situation is rectified and the student organization will receive one strike.
- On the third strike, the student's organization will be on financial probation, which means that the organization will be disqualified for funding for one calendar year.



# University of Maine Student Government, Inc. *Financial Affairs*Student Activity and Travel Contract

Name of Club/Group:
Destination:
Purpose of Travel:
Estimated date & time of departure from Campus:
Estimated date & time of return to Campus:

In consideration for receiving funding approved by the University of Maine Student Government Senate or UMSG Inc. executive officers, hereinafter referred to collectively as "UMSG, Inc.", Each of the undersigned individuals, as a group and individually, hereinafter referred to as "Recipient" hereby agrees to enter into a binding contract by and between Recipient and UMSG, Inc., and agrees to the following terms and conditions:

- 1. This contract shall commence at the moment of the payment of funds to Recipient. Payment shall be subject to approval by the governing bodies of UMSG, Inc. in accordance with the UMSG Inc. financial policies. Payment of funds is contingent upon approval by the appropriate UMSG, Inc. officials or bodies as determined in the UMSG, Inc. financial policies and governing documents which are available upon request. Payment shall also be contingent upon the satisfactory completion of all required steps by Recipient as outlined in the financial policies, including but not limited to, the execution of this contract. If payment is validly canceled prior to disbursement to Recipient by a governing body or official of UMSG, Inc. in accordance with the governing documents and official financial policies of the same, this contract shall be void. Payment shall be made via Student Government check upon the presentation of a commercial invoice or receipt not written or created by Recipient.
- 2. <u>Conduct Prohibited</u>: In addition to the other terms in this agreement, Recipient agrees to follow the following rules while participating in an approved and funded trip or activity, a failure to follow these rules may be considered a material violation of this agreement, and may, at the sole discretion of UMSG, Inc., trigger the consequences outlined in Section 4 of this agreement.
  - a. If Recipient will be operating a motor vehicle, Recipient shall not use any intoxicating substances that could legally impair Recipient's ability to operate said vehicle. Recipient shall take reasonable steps to ensure that only well-rested, alert, and competent drivers operate any vehicles engaged in UMSG, Inc. funded travel.



- b. Recipient shall not use or possess any substance that Recipient does not have a valid and legal prescription to possess. If Recipient has a prescription for medical marijuana, Recipient shall abstain from its use while in a vehicle or location funded by UMSG, Inc., and shall take reasonable steps to prevent illicit access by others.
- c. Recipient shall not smoke any tobacco products in a vehicle used for travel to be shared with other participants.
- d. Recipient shall make reasonable accommodations for other passengers in UMSG, Inc. funded transportation.
- e. Recipient shall not engage in any behavior or expression that could reasonably hurt the reputation, or misrepresent the values of UMSG, Inc.
- f. Recipient shall not engage in any behavior that could reasonably be considered discriminatory against any class of persons listed in Section 3 below and shall not express hate speech.
- g. If not using University Motor pool, Recipient must provide a copy of a valid driver's license and proof of car insurance that covers rentals, or proof of adequate rental insurance, to the attorney or AVPFA of UMSG, Inc. prior to receiving funds if Recipient is planning to drive for any portion of the trip. Whether insurance coverage is adequate shall be at the sole discretion of UMSG, Inc. Please drop off to the Financial Affairs Office at Student Government.
- h. Any injury or accident must be promptly reported back to UMSG, Inc.
- 3. Compliance with Laws and Regulations: In performing under this Agreement, the Recipient shall comply with all applicable Federal, State and local laws, regulations, and all published University of Maine policies, specifically including Covid policies. The Recipient shall secure at its expense all necessary licenses, permissions and permits required for performing under this Agreement. In performing under this contract, neither UMSG, Inc., nor Recipient shall discriminate against any individual on the basis of race, color, religion, gender, sexual orientation, national origin, citizenship status, political affiliation, disability, or veteran status.
- 4. Breach of Contract or Non-Performance: In the event Recipient fails to fulfill the material terms of this agreement, fails to use the funds for the purposes presented to and approved by UMSG, Inc. in the funding proposal made by Recipient or Recipient's student group, or does not abide by the rules and restrictions placed on student activities by the University of Maine, the Recipient shall be liable for all monies paid to student by UMSG, Inc., in addition to payment of all costs incurred by UMSG, Inc. due to breach of contract by the Recipient, including court costs and reasonable attorney's fees in bringing an action under this agreement. If the student received a benefit funded by UMSG, Inc., including but not limited to, the rental fee for a car or hotel room, conference or event



registration, or any other approved expense as part of a funded group, UMSG, Inc. shall be entitled to damages equal to the student's representative portion of the benefit funded by UMSG, Inc., as well as any other damages to UMSG, Inc. that were reasonably foreseeable from Recipients action or failure to act. UMSG, Inc. shall be entitled to all available legal remedies for such breach, including damages for loss of reputation, and punitive damages where permitted by law.

- 5. Force Majeure: Neither party to this Contract shall be liable for non-performance of any obligation under this Contract if such non-performance is caused by a Force Majeure. "Force Majeure" means an unforeseeable cause beyond the control of and without the negligence of the party claiming Force Majeure; including but not limited to, fire, flood, other severe weather, acts of God, labor strikes, war, acts of terrorism, and other unforeseeable accidents. UMSG, Inc. shall have the exclusive right, in good faith, to determine if a weather event is severe enough to trigger a Force Majeure. Notwithstanding, any portion of the funds disbursed that were not able to be used in accordance with the application to UMSG Inc., shall be returned to UMSG, Inc.
- 6. Indemnification: Recipient, for themselves and any assigns shall indemnify, defend and hold harmless UMSG, Inc. its governing board, officers, employees, and agents, from any and all liability and claims arising in connection with liability caused by, or arising from activities of Recipient, their associates, and their employees or volunteers in connection with the use of the above-mentioned funds, including by not limited to, liability arising from operation of a motor vehicle by Recipient or an associate of Recipient.
- 7. Relationship of Parties: It is mutually agreed and acknowledged by the parties that Recipient is fully independent of UMSG, Inc., not a partner, agent or joint venture of UMSG, Inc. and neither party shall hold itself out contrary to these terms, nor shall either party be bound by any representation, act or omission whatsoever of the other. If Recipient is a member of an active club, UMSG, Inc. is considered a fiscal sponsor of that club.
- 8. Entire Agreement: This Contract and any herein referenced UMSG, Inc. official documents constitute the entire understanding of the parties and no changes shall be made except by a written document executed by both parties, except that UMSG, Inc retains the right to update and promulgate new policies on a regular basis at their own discretion and those policies are incorporated by reference once promulgated.
- 9. Severability: In the event that any one or more of the provisions of this Contract are determined by a court of competent jurisdiction to be invalid, void, unenforceable or illegal, the remaining provisions of this Contract shall continue to be in full force and



effect. This contract is enforceable upon each signing individual as well as the group as a whole.

- 10. Governing Law: This Contract shall be governed and interpreted according to the laws of the State of Maine. The parties agree that any legal proceeding regarding this Contract shall be brought in a District or Superior Court of Penobscot County, Maine.
- 11. Assignment: Recipient shall not sell, assign or transfer any part of this Contract or the Contract without the prior written consent of the UMSG, Inc.
- 12. Recipient's Property: The Recipient agrees that UMSG, Inc. shall not be responsible for any damages, theft or loss of personal property suffered by the Recipient, its employees, volunteers, or agents, in connection with the Recipient's performance under this Contract.
- 13. Waiver: The failure of either party to exercise any of its rights under this Contract for a breach thereof shall not be deemed to be a waiver of such rights by that party, and no waiver by either party, whether oral or written, express or implied, of any rights under or arising from this Contract shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification unless specifically agreed to in writing by both parties.
- 14. Recipient understands that UMSG Inc. is a corporate entity distinct from the University of Maine. Under no circumstances shall Recipient pursue claims arising out of this agreement against the University of Maine, as its sole recourse shall be through UMSG, Inc, except to the extent the University of Maine provides third party liability coverage for known activities as referenced in the Relationship Agreement.
- 15. Submission: This agreement may be executed in more than one counterpart, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. This agreement may be executed by facsimile or via digital image submitted via electronic mail, and any facsimile or digital image of a signed counterpart will be used as if it were an original signature. Each individual Recipient may also sign and execute an individual version without the need for each version to contain all Recipient signatures.

IN WITNESS WHEREOF, the parties have hereunto executed this University of Maine Student Government Inc. Activity and Travel Contract by and through their duly authorized representative as set forth below.



By signing this page, Recipient acknowledges receipt of the UMSG Inc. Activity and Travel Contract, and that Recipient has read and agrees to the terms and conditions contained therein. Recipient also warrants that Recipient is at least 18 years of age.

Please list all of the people who will be traveling on the list below, then have them sign after they have read the above terms. If there is any member traveling that is under 18, please have them complete the under 18 student travel contract.

Recipient(s): Print Full Name CLEARLY	Student ID Number	Emergency Contact Name & Phone Number	Signature	Date

<sup>\*</sup>If traveling in a personal vehicle a copy of driver's license and proof of insurance MUST be submitted to our office prior to receiving funding. Any additional attendees must sign on an attached form available from Student Government that is incorporated into this document.

