

LEHIGH UNIVERSITY DEPARTMENT OF ATHLETICS

EXTERNAL EVENTS AGREEMENT

Lehigh University, Department of Athletics is happy to confirm arrangements for the **SOUTHERN LEHIGH SCHOOL DISTRICT GRAUDATION.** This Agreement is between Lehigh University, a Pennsylvania nonprofit corporation ("Lehigh") and the **SOUTHERN LEHIGH SCHOOL DISTRICT**, ("Licensee") on this **5**th day of **December 2016.** Use of our facilities is subject to the conditions listed below:

- 1. LICENSED PREMISES In consideration of the payment of the Rental Fee (as defined in this Agreement) other fees and charges hereinafter provided and Licensee's compliance with its agreements and obligations set forth in this Agreement, Lehigh agrees to license STABLER ARENA (the "Licensed Premises") on Lehigh University's Goodman Campus to Licensee during the Period of Use and to permit Licensee's occupation, use, care, custody and control of the Licensed Premises for the Permitted Use.
- 2. DATES & TIMES The Event will take place on the following schedule (the "Period of Use"):
 - FRIDAY, JUNE 9th, 2017

6:30PM

- EVENT/DESCRIPTION OF AGREEMENT Licensee is permitted to use the Licensed Premises during the Period of Use for the <u>Southern Lehigh School District Graduation</u> ("Permitted Use").
- 4. RENTAL & FEES The Licensee's rental fee due is \$1,200 for the Event, payable by Monday, May 1st, 2017.
 - a. **REIMBURSABLE EXPENSES:** Licensee shall reimburse Lehigh such sums as Lehigh may require for those expenses and costs incurred by Lehigh in providing personnel and services necessary for the Event (as determined by Lehigh in its discretion). Unless otherwise agreed to by Lehigh, Licensee shall be required to utilize the services and support personnel provided by Lehigh, including without limitation box office personnel and services, ticket takers, ushers, security guards, police, parking lot attendants, and technicians. Licensee may also utilize certain equipment and supplies furnished by Lehigh. Licensee shall reimburse Lehigh for these services, personnel, equipment and supplies at Lehigh's current established rate. See Clause #33 Estimate of Expenses.
 - b. TAXES Licensee agrees to pay promptly any and all applicable taxes and license fees that may arise in connection with Licensee's use of the Licensed Premises, including without limitation any amusement taxes, and any sales taxes due in connection with concessions or items purchased or rented on behalf of the Licensee. See Clause #33 Estimate of Expenses, If the Licensee is tax exempt, a copy of such documentation is required by Lehigh, upon the receipt of the signed contract in this office, for Pennsylvania State sales tax not to be charged.
 - c. ADMINISTRATIVE SERVICE CHARGE There will be a 15% Administrative Service Charge added to all expenses minus rental incurred by the Licensee during the Event as shown as a line item in Clause #33 Estimate of Expenses.
 - d. ACCOUNTING AND SETTLEMENT Lehigh shall maintain an accounting of all expenses, fees, charges and other sums which are payable by Licensee under this Agreement and shall submit a final settlement to Licensee after the completion of the Event. If Lehigh is due payments (after accounting for all credits due Licensee as described in this Agreement), payment shall be made by Licensee to Lehigh upon receipt of the settlement. Remittance shall be by check made payable to "Lehigh University". Payments are due within thirty



(30) days of the billed date. Any balance due and owing after thirty (30) days will be subject to interest at a rate of 12% per annum until payment is made in full.

- 5. **FAILURE TO PAY** In the event suit or action is instituted to enforce compliance with this Agreement, including but not limited to the collection of any sums due and owing, Lehigh shall be entitled to reasonable attorney's fees and expenses in such action together with court costs.
- 6. INSURANCE The Licensee shall provide Lehigh University with a standard ACORD Certificate of Insurance Evidencing Commercial General Liability at the minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate, Combined Single Limit of coverage. In the event the Event involves minors (children under 18 years of age) in any capacity, proof of sexual molestation coverage shall be evidenced at a minimum limit of \$1,000,000.

Lehigh University and its officers, trustees, employees and agents shall be named as "Additional Insured" on the Commercial General Liability Policy. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered to Lehigh in accordance with the policy provisions.

Licensee shall and does hereby waive any rights of subrogation that it or any of its insurers may have against Lehigh, its agents, employees or its insurers. The policies of insurance described herein shall be on a primary basis and non-contributory with any other insurance coverages and/or self-insurance carried by Lehigh.

A copy of the Certificate of Insurance must be received in this office at least three weeks prior to the event. Lehigh has the right, but not the obligation, to review and reject as unsatisfactory the coverages secured and evidenced by the Licensee. The procuring of insurance required under this Agreement shall not relieve the Licensee of any obligation or liability assumed under this Agreement, including specifically the obligations set form in Section 7, nor of any obligation or liability imposed by operation of law.

- 7. INDEMNIFICATION Licensee hereby agrees to indemnify and hold harmless Lehigh University, its trustees, officers, employees and agents (collectively, the "Indemnified Parties") from and against any and all claims, actions, damages, liability, cost and expenses (including attorneys' fees) including loss of life, bodily injury or damages to property (collectively, a "Claim") arising from Licensee's acts or omissions of any kind or from Licensee's use of the Licensed Premises, or that of Licensee's employees, agents, and guests, including Claims arising from the Indemnified Party's alleged negligent acts or omissions and excepting only those Claims arising to from the Indemnified Parties' gross negligence.
- 8. WAIVER OF IMMUNITY Licensee hereby waives any governmental or sovereign immunity it may receive by virtue of any statutory or common law, or regulation, including but not limited to Pennsylvania's Sovereign Immunity Act or Political Subdivision Tort Claims Act.
- 9. ACCEPTANCE OF PREMISES Lehigh expressly refuses to warrant the fitness of the Licensed Premises and any other facilities licensed hereunder for Licensee's specific uses and purposes, the same being the obligation of Licensee to determine. Licensee's occupation, use, care, custody and control of the Licensed Premises shall be conclusive evidence against Licensee that (1) said premises were in good repair and in satisfactory condition, fitness and order when possession was taken; and (2) Licensee had the opportunity to, and did or refused to, inspect the Licensed Premises and the equipment and property on the Licensed Premises for its usability, suitability, and safety for Licensee's intended use and to identify any foreseeable risks associated with the Licensee's intended use of the Licensed Premises. Lehigh shall make itself available for a walk-through with Lehigh's facility management prior to the commencement of any Period of Use, as requested by Licensee.



- 10. ADVERTISING, PROMOTION, SOLICITATION: Lehigh reserves the right to approve all advertising and promotional materials for the Event. Without limiting the generality of the foregoing, Licensee shall not promote, advertise or publicize the Event in a manner which involves the name of Lehigh or any affiliates of the University other than to identify the location of the Event, or post any signs on Lehigh property, without prior approval from the Lehigh as to content and location.
- 11. ALCOHOLIC BEVERAGES No alcoholic beverages of any kind will be served or permitted as BYOB at the Event.
- 12. LOAD IN / BREAKDOWN The building will be available for load in and set up as set forth in Section 2. Break down of the Event will begin immediately following the conclusion of the Graduation.
 - a. LICENSEE'S PROPERTY AND LOST ARTICLES Licensee shall remove all of Licensee's (and Licensee's employees' and agents') production equipment, personal items, etc. from the Licensed Premises on or before the end of the License Period. Lehigh shall not have any responsibility for any such items left at the Licensed Premises after the end of the License Period. Further, Lehigh shall have the sole right to collect and have the custody of articles left in the Leased Premises. Neither Licensee nor any employee or agent of Licensee shall collect or interfere with the collection or custody of such articles.
 - b. STORAGE OF LICENSEE'S PROPERTY Lehigh shall not be required to, but will on occasion, as a service to Licensee, accept the delivery of property on behalf of Licensee. Prior arrangements must be made with Lehigh. Lehigh shall not have any responsibility to Licensee in connection with its receipt, handling, care or custody of any such property and Licensee hereby agrees to indemnify, protect, hold harmless and defend, Lehigh and its officers, Trustees, employees and agents and against any and all claims, losses, damages or liabilities (as well as costs and expenses, including without limitation, attorneys' fees) relating to such property, including without limitation any claims of Licensee and its employees, agents and subcontractors (whether due in whole or in part to negligent acts or omissions of Lehigh, its officers, Trustees, employees or agents). In addition, Lehigh assumes no responsibility for any property placed in the Licensed Premises.
- 13. PARKING AND TRAFFIC CONTROL Parking and traffic control will be handled exclusively by Lehigh University and be an expense to the Licensee. There are 1,400 paved spaces and 2,500 additional spaces on gravel and grassy lots. All spectators and Licensee vehicles should be informed to park in the parking lots adjacent to Stabler Arena and Rauch Fieldhouse. No parking is permitted in the Cundey Varsity House Parking Lot or in front of Rauch Fieldhouse. Licensee will also be charged for any staffing necessary to operate said parking facilities as a reimbursable expense.
- 14. MEDICAL COVERAGE Lehigh requires that medical coverage be provided for all events held at Lehigh. An ambulance will be arranged by Lehigh to be on site during the Event, and this will constitute a billable item to the Licensee.
- 15. SPECIFIC SERVICES Lehigh University will provide specific services to the Licensee at an expense to the Licensee. Specific services needed for this event are shown in the attachment of estimated costs for said event, which costs are to be paid in accordance with Section 4 above. Any additional requests or needs beyond previously mentioned items (such as but not limited to overnight security, electrical needs, etc.) constitute billable items to the Licensee.



- 16. TICKETS AND TICKET OFFICE Lehigh shall at all times maintain control and direction of the distribution of all tickets for the Event. Lehigh shall at all times maintain direction of the Box Office and all ticket personnel provided by LICENSEE must be approved in advance by UNIVERSITY.
 - TICKET PRINTING: Licensee will provide Lehigh will the exact number of tickets to be printed for this event and
 Licensee has agreed to pay \$.06 for all tickets being printed by CENTER Box Office. Licensee will provide Lehigh
 with an exact number of tickets needed for this event within 60 days of the event.
 - SEATING CAPACITY: Licensee shall not be permit distributed tickets in excess of the number of seats provided in the Licensed Premises, nor admit a larger number of persons than are provided for in the seating capacity of the Licensed Premises. Standing room is prohibited without the prior written approval of Lehigh.
- 17. TELEPHONE/INTERNET Telephones and Internet access may be set-up for usage by Licensee or vendors for the Event. A <u>30-day</u> lead time is required for any phone needs, and these needs should be coordinated through the Lehigh University Sports and Event Venues office at (610) 758-6976. All event participants will have the capability to access internet through the PenTeleData HotSpot network. A PTD account is acceptable for usage at no fee while all others will need a credit card.
- 18. ELECTRICAL NEEDS All electrical needs for the Event must be pre-approved by Lehigh. Only a Lehigh University approved electrician is permitted to make actual connections and tie-ins and this constitutes a billable item to the Licensee. The approved electrician may be required to be present during show hours.
- 19. FOOD SERVICES All food services are handled exclusively by Lehigh University Dining Services and its dining contractor, currently Sodexo. Licensee will contact Dan Burke (Sodexo) at 610-758-4991 for additional information.
- 20. NON-FOOD CONCESSIONS All non-food concessions are handled exclusively by Lehigh University. At this time, permission is granted to the Licensee to handle non-food concessions consistent with the nature of this event. No Lehigh University items may be sold.

All non-food concessions are handled exclusively by Lehigh University. If the Licensee would desire to sell their own non-food concessions, Licensee should do the following:

- a. Contact Facility Management for permission.
- b. If permission is granted:
 - i. All items sold must be consistent with the nature of the event and no "Lehigh University" items may be sold.
 - ii. Licensee or outside vendor will pay Lehigh 15% of the gross sales receipts, or \$75.00, whichever amount is greater.
- 21. SECURITY All security needs are handled exclusively by the Lehigh University Police Department, and any necessary security needs will constitute an expense to the Licensee.
- 22. CONDUCT OF LICENSEE Licensee shall be solely responsible for the conduct of Licensee's employees, agents, or persons within Licensee's control, supervision, or responsibility, as well as Licensee's guests who use the Licensed Premises, including, without limitation, any damage caused by such persons. Licensee and all such persons shall comply with all rules, regulations and policies of Lehigh.
- 23. OUTSIDE CONTRACTORS The installation of electricity, gas, plumbing, or other fixtures required by Licensee shall first be approved by Lehigh. Any such installation shall be performed by Lehigh or by contractors designated by



Lehigh in accordance with Lehigh's prevailing practice. In the event that Licensee desires to utilize independent contractors to provide services in connection with the Event, Licensee shall supply to Lehigh thirty (30) days prior to the commencement of the License Period a list of the names, phone numbers, and addresses of any such independent service contractors. No independent service contractor shall provide services to Licensee or Event patrons on the Licensed Premises without the prior written approval of Lehigh.

All costs incurred by Lehigh in connection with any fixture contractors shall be the responsibility of Licensee and shall be included in the accounting and settlement if not sooner paid by Licensee. The charges incurred by Licensee in connection with any independent service contractors shall be the sole responsibility of Licensee, and Licensee hereby agrees to indemnify, protect, hold harmless and defend Lehigh and its officers, Trustees, employees and agents against any and all claims, demands, liabilities or actions (as well as any cost or expenses, including without limitation attorneys' fees) relating to the services provided by any such contractors. Licensee, upon prompt notice from Lehigh, shall furnish counsel to defend against any such claims, demands, liabilities or actions. Upon request, Licensee shall provide to Lehigh documents showing payment of all bills for such services.

- 24. EJECTION Lehigh hereby reserves the right to eject or cause to be ejected from the Licensed Premises any person or persons due to inappropriate behavior or appearance as determined by Lehigh in its sole discretion. Lehigh shall not grant any refunds to any such person or persons. Neither Lehigh nor any of its officers, Trustees, agents or employees shall be liable to Licensee or any such person or persons for damages that may be sustained by Licensee or any such person or persons through the exercise of such right and Licensee hereby agrees to indemnify, protect, hold harmless and defend, Lehigh and its officers, Trustees, employees and agents against any and all claims, losses, damages, or liabilities (as well as costs and expenses, including without limitation, attorneys' fees) relating to the exercise of such right whether due in whole or in part to negligent acts or omissions of Lehigh, its officers, Trustees, employees or agents.
- 25. EVACUATION OF FACILITY Should it become necessary, in the judgment of Lehigh in its sole discretion, to interrupt the Event and evacuate the Licensed Premises because of a bomb threat or for other reasons of public safety, Licensee shall be licensed under this Agreement to retain possession of the Licensed Premises for sufficient time after the evacuation to complete the Event without being charged an additional basic license fee, provided such time does not interfere with another licensee or Lehigh user. If it is not possible to complete the Event, the basic license fee may be prorated or adjusted at the discretion of Lehigh based upon the particular situation. Licensee shall, however, be responsible for any and all reimbursable expenses and other sums payable by Licensee under this Agreement and arising in connection with any situation arising under this Paragraph. Further, Licensee shall continue to be responsible for any and all reimbursable expenses and other sums payable by Licensee under this Agreement and arising prior to the situation. Licensee hereby waives and releases any claim for damages (consequential or otherwise) or compensation from Lehigh in connection with any action taken or decision made by Lehigh under this Paragraph.
- 26. COMPLIANCE WITH LAWS Licensee shall, at its own expense, comply with all municipal, state, and federal laws, ordinances, rules, and regulations including, without limitation, the obligation to obtain any licenses (including but not limited to patent, copyright, software, or other intellectual property licenses applicable to Licensee's activities), permits and government approvals required in connection with the Licensee's use of the Licensed Premises, and the obligation to perform those duties associated with ownership or care, custody and control of property at common law. Licensee shall defend, indemnify, and hold Lehigh harmless, and shall pay any fines or penalties assessed, for failure to comply with such laws, ordinances, rules or regulations, and shall pay any expenses, legal or otherwise, incurred by Lehigh due to Licensee's failure to so comply.
- 27. NON-DISCRIMINATION: In performance of this agreement, neither party shall discriminate in either the provision of services, or in employment, against any person based on age, color, disability, gender identity or



expression, genetic information, marital or familial status, national or ethnic origin, race, religion, sex, sexual orientation, or veteran status.

28. LICENSE REVOCATION – In the event that the Licensee defaults in the performance of any term or condition of this Agreement, Lehigh may, with written notice to Licensee, revoke this License and serve notice to immediately remove Licensee from the premises.

Lehigh may revoke the license granted for the following:

- a. Sale or possession of illegal drugs or narcotics, except where lawfully prescribed for medical or dental care.
- b. Possession of firearms, weapons, ammunition, fireworks, or explosives.
- c. Misuse, abuse, theft, or destruction of Lehigh property.
- d. Behavior that is irresponsible or dangerous to persons or property, as determined by Lehigh in its sole discretion.

A revocation of the License granted hereby shall not reduce any of the fees or costs and all charges shall be paid by Licensee in accordance with Sections 4 and 8hereof.

- 29. DAMAGES Licensee will not cause injury or damage to the Licensed Premised. Licensee agrees to reimburse the replacement value or repair cost for any Lehigh property (real or personal) that is in any way injured, marred, or defaced, as a result of Licensee's presence on or use of Lehigh facilities. No decorative or other materials shall be nailed, tacked, screwed, taped, or otherwise physically attached to any part of buildings or furnishings without the prior consent of Lehigh. Licensee agrees not to make any alterations of any kind to the Licensed Premises. Licensee will post any signs, cards, or posters only upon such display areas as Lehigh may designate. All material is subject to pre-approval by Lehigh. Any repairs for damage done to the Licensed Premises by the Licensee, or by any person who may be in or upon the premises under the Licensee's direction, shall be performed by Lehigh and paid for by the Licensee. Such payment shall be made within ten days of receipt of the billing by Lehigh for damages.
- 30. CANCELLATION All requests for cancellation of this Agreement must be in writing, dated, and sent to the Facilities and Events Office. A cancellation fee will be assessed, including a 15% Administrative Charge on all expenses incurred by University for the Event and a 10% Cancellation Charge of the rental fee if the Agreement is cancelled more than 90 days prior to the Event. If the Event is cancelled less than 90 days of the Event, there will be a 15% Administrative Charge and a 25% Cancellation Charge. Licensee agrees to pay any expenses incurred by Lehigh in connection with the Event covered in this Agreement, including, but not limited to, the cost of making refunds to patrons.

Lehigh shall not be liable in the event that Licensee is prevented, interrupted or delayed in its use of the Licensed Premises due to acts of God, storm, fire, flood, earthquake, roof-collapse, labor disturbances or strikes, war, terrorism, civil commotion, governmental order, rules or regulations, disruption of electrical or other utility service, lack of usual means of transportation, or any other cause or contingency beyond the control of Lehigh. Licensee has informed Lehigh of the nature of Licensee's intended use of the Licensed Premises, and any change with respect thereto shall be subject to the prior written approval of Lehigh. If Licensee changes its proposed use of the Licensed Premises without Lehigh approval, Lehigh may cancel this Agreement and prohibit the use of the Licensed Premised by Licensee if such change would be dangerous, tend to cause damage to Lehigh, its image or reputation, or conflict with Lehigh policy, as determined by Lehigh in its sole discretion. If Lehigh determines that additional security is necessary in connection with Licensee's use of the Licensed Premises and Licensee refuses to pay for such additional security, Lehigh may cancel this Agreement and the Rental Fee due to Lehigh hereunder shall be abated, less reasonable, documented and non-refundable costs or expenses incurred by Lehigh.



- 31. **LEGAL JURISDICTION** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania irrespective of the conflict of laws principles of Pennsylvania or any other jurisdiction. The Parties hereby submit to the jurisdiction of the courts of the Commonwealth of Pennsylvania in Northampton County and the Federal Court for the Eastern District of Pennsylvania for the resolution of any disputes relating to this Agreement.
- 32. ENTIRE AGREEMENT This Agreement represents the final understanding between the Parties with respect to Licensee's use of the Licensed Premises, and shall not be modified except by a written instrument signed by duly authorized representatives of the Parties hereto. This Agreement is for the limited purpose set forth herein, and shall in no event be construed to establish a partnership, joint venture or any other relation between the Parties other than owner-licensee.
- 33. ESTIMATE OF EXPENSES The estimate of expenses appears on the following page:



Lehigh University
Sports and Event Venues
124 Goodman Dr.
Stabler Arena
Bethlehem, PA 18015
Tel. 610-758-3769 Fax: 610-866-8070
Email: trs305@lehigh.edu

EXTERNAL EVENT ACCOUNTING FORM

INDEX NUMBER:									
EVENT NAME: Southern Lehigh High School Graduation									
DATES:	Frida	ay, June 9, 2	2017 - 6:30 pm	<u> </u>					
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All prices are subject to change Contact Lehigh University Sports and Event Venues office with questions



IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Agreement by their duly authorized officers as of the date(s) indicated.

To signify agreement to the terms presented in this contract, please sign both agreements and return ALL copies to:

Lehigh University Sports and Event Venues Stabler Arena 124 Goodman Drive Bethlehem, PA 18015

After all agreements are signed, a fully executed con	by will be sent by return mail.							
************	*************							
SOUUTHERN LEHIGH SCHOOL DISTRICT	LEHIGH UNIVERSITY							
By:	By:							
Signature:	Signature:							
Kathleen Evison	Mark Ironside							
Superintendent	Executive Director, Business Services							
5775 Main Street	Lehigh University							
Center Valley, PA 18034	516 Brodhead Avenue							
610-282-3121 ext. 5101	Bethlehem, PA 18015							
	610-758-3843							
	mri205@lehigh.edu							
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Date:	Date:							