



## West Virginia Wesleyan College SUMMER CONFERENCE AGREEMENT

**THIS AGREEMENT** is entered into effective as of \_\_\_\_\_, by and between West Virginia Wesleyan College (“WVWC”), and \_\_\_\_\_ (the “Group”). This agreement is entered into by WVWC through the Office of Campus Life, Summer Conferences department.

**1. Use. Location and Nature of Accommodations.** WVWC grants Group the right to occupy the sleeping rooms and to share with others the use of the common areas in a residence located on the WVWC campus (the “Premises”), described as rooms in \_\_\_\_\_ Hall. Group understands and agrees that WVWC is unable to guarantee that space in a particular residence hall will be available. WVWC reserves the right to reassign Group to available space of substantially equal quality in other residences and will notify Group in writing in the event of such reassignment. Requests for use of all other WVWC facilities, services, and equipment must be submitted to the Office of Campus Life and are subject to availability.

- 1.1 The final number of Attendees must be received by the Office of Campus Life no later than \_\_\_\_\_, and shall not be for less than \_\_\_\_\_ Attendees. Requests to increase (not decrease) this final guarantee may be accepted, depending on space availability up to seven (7) business days prior to Group’s arrival.
- 1.2 Sleeping rooms shall be occupied solely by persons whose names are included on a roster furnished to WVWC at least fourteen (14) days prior to commencement of the Term. The roster and any revisions of the roster shall include the full name, age, and gender of all Attendees, shall indicate any preferences as to room type or roommate, and shall include such other information at WVWC may reasonably require. Group shall be responsible for registration and room assignments of Attendees.
- 1.3 If any Attendees of Group are minors, the following provisions apply:

Group shall provide qualified and responsible adult chaperones throughout the entire term. The roster shall designate which persons are chaperones. Group and its chaperones shall be responsible for supervising Attendees while on all WVWC property.

**2. Term.** Group and its Attendees shall have the right to occupy the Premises from \_\_\_\_\_ on Arrival Date until \_\_\_\_\_ on Departure Date, subject to early arrival or late departure if requested by Group and agreed to by WVWC.

**3. Fee.** Group agrees to pay for all food services, sleeping rooms, meeting rooms, and classroom rentals, and all other services, as agreed upon in Reservation Synopsis. A deposit shall be paid in the amount of \_\_\_\_\_. The balance of the Fee shall be paid within thirty (30) days after receipt of an invoice. Failure of Group to pay the balance within such period shall entitle WVWC to charge a late payment fee.

4. **Group Responsibilities.** Group agrees to accept sole responsibility for the safety and security of its Attendees during the entire term of this Agreement. In addition, Group agrees to:

- 4.1 Use the Premise in accordance with the terms and conditions of this Agreement, all WVWC policies and rules and all federal, state, and local laws, ordinances, rules, and regulations.
- 4.2 Comply with all check-in and checkout procedures.
- 4.3 Pay for damage to the Premises and for damage to or loss of furniture, appliances, and fixtures in the Premises caused by Group, its Attendees, invitees, or any persons under Group's control.
- 4.4 Pay all charges for all repairs and non-routine cleaning of the Premises arising out of Group's use as determined by WVWC.
- 4.5 Pay all costs of lost or damaged keys.

5. **Right of Entry.** WVWC shall have the right upon reasonable notice to enter the Premises including all sleeping rooms for the purposes of (a) making repairs, renovations, additions or alterations, (b) ensuring health, fire, and safety regulations are observed, and (c) as a part of check-in/checkout procedures, or (d) safety checks.

6. **Keys.** Keys to the Premises shall be picked up and returned from Summer Conference Assistant or member of Office of Campus Life. Keys replaced during occupancy or not returned at checkout shall be considered lost. A charge of \_\_\_\_ dollars for each lost room key shall be imposed.

7. **Concessions/Novelties.** Group shall not sell any concessions or novelties on the Premises or on any WVWC property without prior consent from WVWC. No outside food may be served in the Premises.

8. **Food Service.** WVWC shall provide food service in the French A. See Dining Center at the rate specified in the Price Chart. Meal times are subject to change. A final guaranty of the number of Attendees for whom meals will be provided must be given to WVWC at least forty-eight (48) hours prior to Arrival Date.

9. **Personal Property.** WVWC is not responsible for loss of or damage to any personal property of Group, Attendees, or other persons under Group's control.

10. **Indemnification.** Group agrees to release, indemnify, hold harmless and defend WVWC from and against any and all claims, costs, causes of action, expenses and liabilities, including, but not limited to, reasonable attorney's fees, WVWC incurs because of (a) Group's violation or alleged violation of any laws applicable to the performance of this Agreement; or (b) personal injury or death to any person or property damage (unless such personal injury, death or property damage is caused solely by the negligence of WVWC, its officers, employees, agents or representatives) arising out of or connected with the Group's use of the Premises.

11. **Insurance.** At least thirty (30) days before the Arrival Date, Group shall provide WVWC with a certificate of insurance or other acceptable evidence or insurance coverage as indicated below. Group agrees to provide copies of the underlying

insurance policies and the group should add West Virginia Wesleyan College as an additional insured to your liability insurance.

11.1 Check one of the options below:

Group's policy of Commercial General Liability Insurance with a minimum limit of \_\_\_\_\_ per occurrence or qualified self-insurance subject to approval by WVWC.

Proof that Group has purchased event liability insurance with a minimum limit of \_\_\_\_\_ per occurrence. Group may purchase such insurance from the insurer of its choice.

State and other governmental agencies that are self-insured shall provide a letter stating that fact and the coverage limits for such insurance on departmental letterhead.

12. **Assignment.** Group shall not assign its rights under this Agreement without WVWC's prior written consent, which consent WVWC may grant or withhold in its sole discretion.

13. **Notices.** All notices required by this Agreement shall be in writing and shall be delivered personally, or by facsimile or electronic mail, or by a United States mail, to WVWC Summer Conference Office, Attn: Alisa Lively, 59 College Avenue, Buckhannon, WV, 26201, Facsimile Number (304) 473-8816. Group shall provide WVWC the name and room number of at least one (1) onsite staff member who will be available to accept notice from WVWC.

14. **License Only, Termination and Remedies.** Group acknowledges that this Agreement represents a grant of a license only, and not an easement or lease. WVWC may revoke and terminate this Agreement upon written notice to Group if Group does not comply with the terms and conditions of the Agreement or if this Agreement otherwise gives WVWC the right to terminate. If WVWC terminates this Agreement for any reason other than Group's failure to comply with the terms and conditions, WVWC shall refund the Fee to Group, provided, however, that if WVWC revokes this Agreement after the commencement of the use, the Fee shall be apportioned between WVWC and Group on a pro rata basis. Group shall pay to WVWC all damages, costs, and fees, including attorneys' fees, cause by Group's failure to comply with the terms and conditions.

15. **Limitation on WVWC Liability.** IN NO EVENT SHALL WVWC BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, LOST PROFITS OR LIKE EXPECTANCY DAMAGES ARISING OUT OF THE AGREEMENT.

16. **Entire Agreement.** This Agreement (including all exhibits) constitutes the complete agreement between the parties with respect to the matters addressed herein. This Agreement will be amended only in a writing duly executed by the parties to this Agreement.

**IN WITNESS WHEREOF**, WVWC and Group have executed this Agreement as of the date set forth above.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# RESERVATION SYNOPSIS

<b>CONFERENCE INFORMATION</b>	
Name of Event:	
Dates of Event:	
Organization:	Email:
Contact Name:	Phone:
Address:	Fax:

<b>GROUP ACCOMMODATIONS</b>					
# of Attendees	Arrival Date	Departure Date	Room Type	Check-In Time	Check-Out Time
Type of Accommodations	Rate/Night	# of Nights		# of Persons/Room	

<b>FOOD SERVICE</b>					
First Meal	Last Meal	Total # of Breakfasts	Total # of Lunches	Total # of Dinners	Meal Count Total
<i>A guaranteed count for all meals is required 48 HOURS IN ADVANCE OF ARRIVAL date. Groups will be charged for the guaranteed count or actual meals served, whichever is higher.</i>					

<b>ROOM RENTALS</b>				
Room	Beginning Date/Time	Ending Date/Time	A/V Needs	Room Setup

*Additional Room Rentals:*

# 2012 Price Chart

## Lodging:

Building Type	Price Per Person/Per Night
Non-Air Conditioned Rooms	\$20
Air Conditioned Rooms (Camden Halls)	\$25
Air Conditioned Rooms (Fleming)	\$30

## Meals:

Breakfast	\$5.85
Lunch	\$7.00
Dinner	\$7.95

## Room Rentals:

Classroom	\$50
Kresge	\$100
Meditation Chapel	\$125
Chapel	\$300
Gym	\$500
Social Hall	\$250
Auxiliary Gym	\$150
Dining Hall	\$300
Green Room	\$150
Nellie Wilson	\$100
Loar Auditorium	\$150
Performing Arts Cntr	\$500