

commendation & Approval Form

: 57-@H9G5B8`G9FJ79G5; F99A9BH  
GI AA9F`DFC; F5AG

This Facilities and Services Agreement is made and entered into between SHENANDOAH UNIVERISTY [SU], herein called [SU] and **Name of Program**, herein called or Summer Program Group ("SPG").

1. THE EVENT

1.1. Term. This Agreement is for the use of space as listed below. Start and End times of the event are to include set up and break down.

Day	Date	Start Time	End Time	Function	Room	Attendance	Additional Services
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Mon  
Tuesday

1.2. Change Requests. It is acknowledged that it is necessary from time to time for an SPG to alter its request for space and services based on participant enrollments. The [SU] will accept decreases in numbers of participants and the associated income reductions until thirty (30) days prior to the schedule date(s) and will reduce its final billing accordingly. Decreases made within thirty (30) days of the scheduled date will result in no changes to the amount which would have been billed had all participants attended. Increases will be accommodated at the agreed pro-rata cost if space is available.

1.3. All facilities and services provided by the [SU] under the terms of this agreement are provided on a fee basis. SPG acknowledges that [SU] is not sponsoring or endorsing the SPG program or its contents.

1.4. [SU] reserves the right to determine the minimum [SU] provided services and facilities needs and requirements for each event.

2. PAYMENT

2.1. In consideration for the below-mentioned facilities/services, the SPG agrees to pay [SU] the sum of \$\_\_\_\_\_ for the facility room charges; \_\_\_\_\_ for the staffing charges; and \$\_\_\_\_\_ for the additional services.

Estimated total charges are \$\_\_\_\_\_

2.2. All checks should be made payable cheM/A a



2.4. Deposit Refunds. Reservation deposits may be refunded in the event of cancellation by an SPG on the following basis:

2.4.1. When notice is received earlier than thirty (30) days prior to the reserved date(s), fifty percent (50%) of the deposit will be refunded.

2.4.2. When notice is received thirty (30) days or less prior to the reserved date, no refund will be made.

2.4.3. Deposits of \$200 or less will not be refunded.

**&)"** Billing. Full Payment is due ten working days after the invoice is sent. Invoices will be sent with any charges incurred above the written estimate of costs.

### 3. SERVICES

#### 3.1. Security

**3.1.1.** General Security – [SU] maintains a twenty-four (24) hours security department. Security and safety procedures in place during the event shall be substantially the same as are in effect during the academic year. **GD; UWWdlhg'fYgdcbg]V']]miZ:f'XYHfa ]b]b[ 'jZk ]g`Yj Y cZgYW f]hm]g UXYei Uh'z:f`]hg`Yj Ybh'** For all additional security / police required by SPG and provided by the Institution, SPG shall be charged to SPG as a reimbursement item at the rate of \$25.00 per hour per person, with a minimum four (4) hour charge. In case of emergencies, the [SU] security personnel would respond, and if necessary, coordinate with the [town/city] Police Department.

**3.1.2.** Special Traffic and Security Services - Security Officers are not assigned to SPG's events except by special arrangements made in advance. When special services are required they will be billed at the current hourly rate per assigned officer for the period of service specified in the agreement.

#### 3.2. Communication Services.

**3.2.1.** Telephone Calls for Program Information - The [SU] will not accept calls for SPG program information. Such calls will be referred to the SPG contact person except when the names and telephone numbers of alternate contacts are specifically given.

**3.2.2.** Telephone Service – The [SU] will not provide any telecommunication services to SPG.

**3.2.3.** Internet Service - If the institution provides access to the Internet, wireless or hardwire to SPG, whether using technology-based devices maintained by the institution and/or personal technology-based devices, then, the SPG will need to adhere to the institution's Acceptable Use Policy (AUP). If the SPG cannot adhere to the institution's AUP, the privilege will be withdrawn and appropriate sanctions, as outlined in the AUP, will be imposed.

- 3.3. Extra Services - Routine services include use of facilities on an as is basis (for instance classrooms arranged in their normal manner.) Facility and equipment set-ups and breakdowns varying from these norms will be considered extra services and will be charged as such for the time required to perform them. Tables and chairs required for SPG registration will be furnished at no charge, however, when requested at least ten working days prior to the event.
- 3.4. Custodial Services - Routine services include use of facilities on an as is basis (for instance restrooms and trash receptacles provided in clean condition.) On site staffing and products needed will be considered extra services and will be charged as such for the time required to perform them. Estimated Charges will be provided to SPG.
- 3.5. Audio-Visual Services - Furnishing of media equipment (projectors, screens, microphones and amplifying systems, etc.) is considered extra service and is charged for as arranged with the [SU] Audio-Visual Center at the time of formulation of the SPG agreement.
- 3.6. Food Service - Board rates quoted are for normal through-the-line (cafeteria style) food service in the Dining Hall. Special Events, dining facilities, and picnics are considered extra and must be arranged through the Food Service management and [SU] Conference Coordinator. Please contact Dining Services Directly at dining@su.edu.
- 3.7. Lost Keys and Swipe Cards - It is the policy of the [SU] to charge \$100 for each lost key or key not returned at the conclusion of an SPG program and to charge \$25 for each swipe card or swipe card not returned at the conclusion of an SPG program. This represents actual cost of labor and parts for re-keying a door or purchasing additional swipe cards. Keys and swipe cards returned after a person has departed campus will not be credited.

#### 4. PUBLICITY

- 4.1. SPG shall not use or make use of the [SU]'s name, insignia, logo, picture, or any other material that might create the impression of association, affiliation, sponsorship, partnership, or any other joint venture, without the express written permission of the [SU].
- 4.2. Any publicity concerning the event may not refer to the [SU] in such terms as "sponsored by," "hosted by," or "in collaboration with," or any other language which states or implies that the event is a function or activity of the [SU] without the written permission of the [SU]. All requests must be submitted in writing at the time the facilities use agreement form is submitted to the [SU].
- 4.3. [SU] reserves the right to review and approve the content of any publicity material, whether printed or in electronic media, prior to the dissemination of such material.

4.4. The SPG is prohibited from inviting media to campus without prior written authorization by [SU]. Media coverage of the SPG Event(s) at [Institution] will be at [Institution]'s sole discretion, consistent with policy for filming on campus and in accordance with required releases and media relations procedures. In no instance will the SPG invite or pitch media without the consent and approval of [SU].

4.5. Signage During Event

- 5.2.1. Minors on Campus. A minor is considered a person that is under the age of 18. Minors that are staying overnight are not allowed to share rooms with unrelated adults or chaperones.
- 5.2.2. Compliance with Applicable Laws. SPG agrees to comply with the federal Fair Credit Reporting Act and any applicable state or local laws in obtaining any references and/or background checks required under this contract.
- 5.2.3. No Assignment. SPG agrees that it will not assign any employees, independent contractors or agents to the physical premises of [SU] who have not successfully completed a job history check, reference check, and background check, as required by this contract. SPG further agrees that it will immediately remove any employees, independent contractors or agents who are performing services at [SU] and who have not successfully completed a job history check, reference check, and a background check as required by this policy. Upon such removal, SPG shall notify [SU] of the action but, in the interest of privacy, need not specify the underlying conduct that gave rise to the removal.
- 5.2.4. Required Background Checks
  - 5.2.4.1. Personal History Verifications. SPG agrees to verify the references and job history of its employees, independent contractors or agents who will be engaged in the Event at [SU]. Verification of references must include a request about the individual's suitability for employment.
  - 5.2.4.2. Criminal History Background Check. SPG agrees to certify that its employees, independent contractors or agents who will be engaging in the Event at [SU] who have successfully passed a criminal background check. In order to successfully pass a criminal background check, the SPG's employee, independent contractor or agent must not have a criminal history, which is defined as having no history of criminal convictions for [the Institution should identify here what types of crimes would lead to disqualification, such as crimes involving injury to persons (i.e., assault, battery, sex-based offenses) or damage to property (i.e., vandalism, theft). We strongly recommend that the Institution require that the SPG's employee, independent contractor or agent have **bc** history of criminal convictions in order to engage in the Activity at Institution's premises.] A social security number trace is also required so that the identity of the employee, independent contractor or agent can be verified.

5.2.7.

5.7. Third-Party Equipment. SPG must obtain [SU]'s written permission prior to bringing any furnishings or equipment on campus.

5.8. Parking and Traffic. All [SU] speed limits and parking regulations must be followed by all SPG participants.

5.9. Parking Permits. – All SPG overnight guests are required to have a temporary parking permit. There are no exceptions to this rule.

5.9.1. The SPG's coordinator is responsible for working with [SU] for such permits.

5.9.2. Daily Guests may work with [SU] for appropriate parking solutions.

5.10. Reserved Parking. - There is no reserved parking for SPG's participants or staff.

5.11. Actions of Participants. The SPG is responsible for the behavior of its participants.

5.12. Sound Policy. Quiet hours at Institution are from 10:00 PM each evening through 8:00 AM the next morning. No outdoor amplification systems are allowed without prior Institution approval. Amplification in the residence halls is allowed only if the doors and windows remain closed and the volume level is kept at a respectable level.

## 6. [SU]'s RIGHTS

6.1. The [SU] may exercise the following rights:

6.1.1. The [SU] retains the right to require SPG, or any of its participants, to leave the [SU] premises if the [SU] feels that circumstances require it.

6.1.2. To revoke the campus privilege, including residency in or utilization of any of its buildings, of any occupant whose conduct, solely in the [SU]'s opinion, becomes injurious to the academic community.

6.1.3. To enter any room for the purpose of inspection, repair, or emergency.

6.1.4. To reassign residents within a residence hall, after timely notification, in order to accomplish necessary repairs and renovation to the building.

6.1.5. [SU] reserves the rights to amend its rules and regulations at any time as deemed necessary when it is in the [SU]'s best interest.

## 7. NOTICE

7.1. SPG agrees to provide timely notice to [SU] of any occurrence of personal injury, death, or property loss, damage or destruction arising from the conduct of the event, and agrees to make reasonable efforts to mitigate same. [SU] agrees to provide SPG with reasonable time to correct any violations.

## 8. WAIVER OF LIABILITY

8.1. The [SU] shall not be liable or responsible in any way for, and SPG hereby waives all claims against the [SU] with respect to or arising out of, any death or any injury that may be suffered or sustained by SPG or any employee, invitee, guest, or agent of SPG or any other person as a result of any SPG's actions or inactions, directly or indirectly, or any loss or damage or injury to or theft or loss of any property belonging to SPG or any employee, invitee, guest, or agent of SPG on [SU] property including but not limited to any property placed by SPG in or about [SU] buildings, properties or facilities. The provisions of this paragraph shall survive the termination of this Agreement with respect to any damage, injury, illness, or death occurring prior to such termination of this Agreement.

8.2. Events Involving Scheduled Physical Activity.

8.2.1. SPG shall require all participants and supervisors to sign an assumption and acknowledgement of risk form that includes a detailed description of the event's risks and potential injuries.

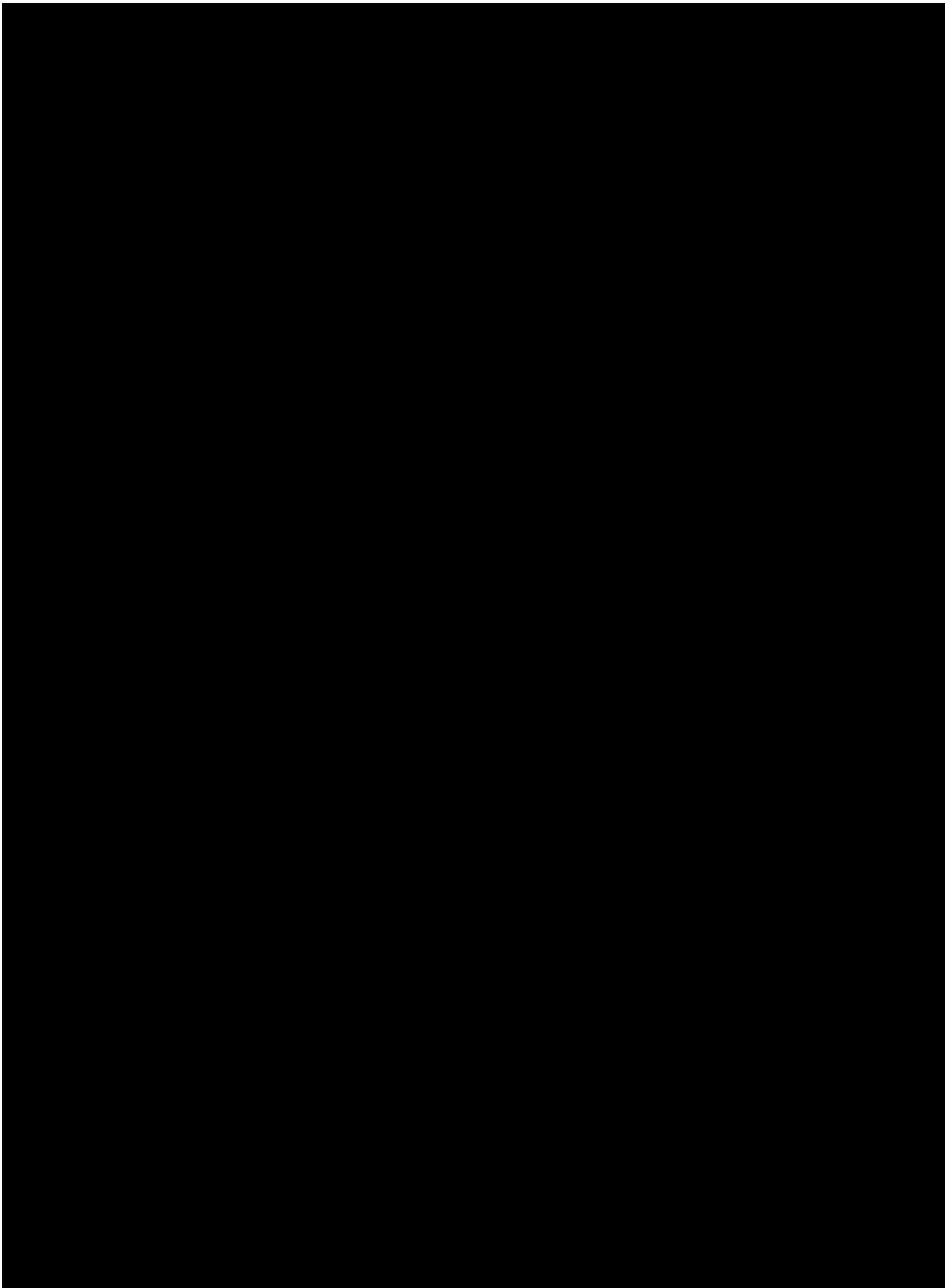
8.2.2. SPG shall require all participants and supervisors to sign a waiver form waiving all claims against the [SU] with respect to or arising out of, any death or any injury that may be suffered or sustained by the participant or supervisor as the result of any SPG's actions or inactions, directly or indirectly, or any loss or damage or injury to or theft or loss of any property belonging to participant or supervisor on [SU] property including but not limited to any property placed by participant or supervisor in or about [SU] buildings, properties or facilities.

9. INDEMNIFICATION

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9.1. Each party shall, to the fullest extent permitted





facilities includes physical activities, such as sports camps, the General Liability limit should be \$2 million per occurrence with no athletics activities exclusion. If the [SU]'s pool is used, the General Liability per occurrence limit should be \$5 million with no athletics activities exclusion.

- 10.1.7.2. SPG shall provide evidence of Owned, Non-owned and Hired Auto Liability insurance of an amount of not less than \$1 million per occurrence.
- 10.1.7.3. Any SPG with SPG employees on campus shall provide evidence of statutory Workers Compensation insurance and \$100,000 of Employers Liability insurance.
- 10.1.7.4. Any SPG with minors on campus shall provide evidence of Sexual Misconduct / Abuse Liability insurance of an amount of not less than \$1 million per occurrence. Coverage endorsed onto the General Liability policy is acceptable.
- 10.1.7.5. Any SPG serving liquor on campus in accordance to Section 5.1.2. shall provide evidence of Liquor Liability insurance of an amount of not less than \$ 2 million per occurrence / \$ 2 million in the aggregate. Coverage endorsed onto the General Liability policy is acceptable.
- 10.1.7.6. Any SPG providing Athletic Trainers on campus shall provide evidence of Medical Professional Liability insurance of an amount of not less than \$ 2 million per occurrence / \$ 2 million in the aggregate. Coverage endorsed onto the General Liability policy is acceptable.
- 10.1.8. If SPG is a wedding or family reunion only the insurance required in paragraphs 10.1.7.1 and 10.1.7.5 are required.

*If the SPG contracts with a vendor / service provider see [Insurance Guidelines for Contracts](#) for recommended coverages and limits.*

*NOTE: SPGs unable to provide proper evidence of the required insurances can be directed to <https://securerespecialeventinsurance.com/EIIA> to purchase a TULIP policy through the EIIA Special Events program.*

## 11. AMERICANS WITH DISABILITIES ACT

- 11.1. The [SU] represents that it is in compliance with the applicable sections of the Americans with Disabilities Act (hereinafter "ADA"). The facilities and services will be appropriately accessible to persons with disabilities.

claims resulting from SPG's failure to comply with ADA standards for access to its program and services.

- 11.3. It is the responsibility of SPG to include the following passage in all literature and registration material:

"Individuals needing special assistance (ADA, allergies, etc.) should notify SPG."

SPG must advise the [SU] of any and all requests for special assistance at least ten (10) working days prior to the onset of the event.

- 11.4. The terms of indemnification of Section 11 shall supersede Section 9.

## 12. NON-DISCRIMINATION

- 12.1. Both parties agree to comply with applicable federal and state laws regarding nondiscrimination and equal employment opportunities and all regulations promulgated hereunder. Both parties agree not to discriminate on the basis of age, race, religion, color, disability, gender, physical condition, sexual orientation or national origin [INSERT OTHER STATE-SPECIFIC PROTECTED CATEGORIES].

## 13. TERMINATION

- 13.1. If, through any cause, SPG fails to fulfill in a timely and proper manner any of SPG's obligations under this agreement, [SU] has the unilateral right to terminate this agreement and not permit SPG to utilize [SU]'s premises or services for the reasons described above by giving written notice to SPG of such termination. In the event of such cancellation, the contract is null and void and [SU] shall be discharged from any obligations to SPG. Vendor

- 14.1. This Agreement contains all the terms and conditions agreed upon by the parties hereto regarding the subject matter of this Agreement.
- 14.2. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.
- 14.3. No changes, amendments, or alterations shall be effective unless agreed to in writing by both parties.
- 14.4. Notice to or consent of SPG Participants is not required to affect any modifications to this Agreement.
- 14.5. In the event of a discrepancy between the terms and conditions contained in this Facilities and Services Agreement and the Reservation Confirmation form or any other document, the terms and conditions of this Facilities and Services Agreement shall prevail except unless specifically noted and agreed to by both parties in the other document.

15. INVALIDITY OR NON-ENFORCEABILITY

- 15.1. The invalidity or non-enforceability of any terms or provisions hereof shall in no way affect the validity or enforceability of any other term or provision.

16. DISPUTE RESOLUTION

- 16.1. In the event of litigation arising out of or relating to enforcing any rights arising out of or relating to this agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorneys fees and court costs.

17. CHOICE OF LAW

- 17.1. This Agreement shall be interpreted in accordance with the laws of the State of Virginia. Unless waived by both parties, venue for any action to enforce or interpret the provisions of this Agreement shall be in Frederick County, Virginia.

\_\_\_\_\_  
SPG Authorized signature

\_\_\_\_\_  
Summer Programs  
LA St. Hill

\_\_\_\_\_  
Organization name

Shenandoah University  
[SU]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

