

Event Reservation Application

Your Name: _____	Today's Date: _____
Your Phone: _____	Your Email: _____
Your Affiliation with Ferrum College: <input type="checkbox"/> Ferrum Employee <input type="checkbox"/> Ferrum Student <input type="checkbox"/> Ferrum Alumni <input type="checkbox"/> None	

The Event / Wedding Title: _____	
Spouse-to-be #1 Name: _____ Spouse-to-be #2 Name: _____	
Sponsor of Event: _____	
Sponsor Phone: _____ Sponsor Email: _____	
Is the sponsor tax exempt?	<input type="checkbox"/> No
Is the sponsor a non-profit or governmental organization?	
Proposed Event Start Date:	Event Start Time: _____
Proposed Event End Date:	Event End Time: _____
Estimated Attendance: _____	

Facility Rental Fees

Basic Facility Rental Fees for Common Event Locations			
Effective for events booked through December 31, 2020			
A complete list of facilities and related fees is available upon request.			
Non-profit organizations can take advantage of discounted rental rates along with Ferrum Affiliates			
Facility	Standard Fee Per Day ¹	Alumni, Employee, Student or Non-profit Fee Per Day ¹	Preferred Location[s]: (check all that apply)
Adams Lake Gazebo	\$150	\$90	
Bassett Field	\$150	\$90	
Blue Ridge Mountain Room	\$300	\$180	
Chapel Patio	\$65	\$39	
Chapel Sanctuary	\$475	\$285	
Chapel Classroom (Dressing Room)	\$150	\$90	
Dyer Conference Room	\$100	\$60	
Franklin Hall Atrium, 1 table space	\$35	\$21	
Franklin Hall Atrium, Entire Area	\$75	\$45	
Franklin Hall Patio	\$65	\$39	
Franklin Hall Quad	\$150	\$90	
Hart Plaza	\$150	\$90	
Magnolia Room	\$35	\$21	
Panther's Den	\$300	\$180	
Skeens Room	\$35	\$21	
Scott Educational Pavilion	\$100 refundable deposit, if cleaned by sponsor (no setup or auxiliary services included)		
Virginia Room	\$100	\$60	
SUBTOTAL:			
Other Facility Not Listed (please specify and await cost information):			

¹By Virginia State Law, all billing is subject to applicable sales tax unless tax exemption certificate is submitted to the Office of Conferences and Events.

This document defines the policies, terms and conditions under which Ferrum College, through the lead of the Office of Conferences and Events, and the stated Sponsor above, agree (after due review, approval and confirmation) to the Event Sponsor's use of Ferrum College's specified facilities on the Event date[s] listed above.

Agreement Terms

This Facilities and Services Agreement, herein call "Agreement" is made and entered into between Ferrum College herein called "Institution" and Event Sponsor (as listed above), herein called Off-Campus Group ("OCG").

1. **THE EVENT.** This Agreement is for the use of requested facilities, pending availability and approval from the Office of Conferences and Events. The period of use will be as outlined, and if approved, at the beginning of this Event Reservation Application including any time needed for the OCG's set-up and tear down.
2. **PAYMENT.** In consideration for the below-mentioned facilities / services described herein, the OCG agrees to pay Ferrum College the applicable sum based on approved facility[s] as outlined in this Event Reservation Application for the room charge[s]; and applicable catering costs. All checks should be made payable to: Ferrum College and submitted to: Ferrum College, Attn: Office of Conferences and Events, P.O. Box 1000, Ferrum, VA 24088. A deposit, in the amount of \$100.00 or total rental cost if less than \$100.00, is required to confirm this reservation. Only those reservations for which deposits have been received will be guaranteed.
 - 2.1. Reservation deposits may be refunded in the event of cancellation by an OCG on the following basis:
 - 2.1.1. When notice is received earlier than sixty-one (61) days prior to the reserved date(s), fifty percent (50%) of the deposit will be refunded.
 - 2.1.2. When notice is received sixty (60) days or less prior to the reserved date, no refund will be made.
 - 2.1.3. Deposit of \$75.00 or less will not be refunded.
 - 2.2. Full Payment is due ten working days before the day of the event. Any charges incurred above the written estimate of costs will be billed immediately following the event and payable within fifteen (15) calendar days.
 - 2.3. **Agreement Fee Inclusions.**
 - 2.3.1. Exclusive use of the agreed upon facilities during approved Event times. Additionally, reasonable access (when schedule permits) may be extended to the client for up to twelve (12) hours prior to the event for setup.
 - 2.3.2. Use of any audio / visual equipment already located in the reserved location. Additional audio / visual support can be provided for a fee. Please contact the Office of Conferences & Events for more details.
 - 2.3.3. Use of available campus parking lot(s) during the Event.
 - 2.3.4. Initial setup of tables and chairs, as required, prior to the event. Please provide at least seventy-two (72) hours' notice outlining specific setup details. Specialty items and/or rentals will need coordination with the Office of Conferences and Events at least fourteen (14) days priors to Event.
 - 2.4. **Special provisions only applicable if the Event is a wedding.**
 - 2.4.1. Exclusive use of the agreed upon facilities for up to twenty-four (24) hours in advance of ceremony start time and up to seven (7) hours post ceremony start time. Ceremonies that begin at 5:00PM or later must return the facility to normal condition and vacate the premises by 12:00AM.
 - 2.4.2. Use of reserved space[s] for wedding rehearsal the afternoon or night before the Event date (details must be scheduled with the Office of Conferences and Events).
 - 2.4.3. Vaughn Chapel is the designated alternate location in case of inclement weather for all outdoor weddings.
 - 2.4.4. Use of grand piano (only applicable for Vaughn Chapel and BRMR).
3. **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 OCG registration will be furnished at no charge when requested at least ten working days prior to the Event. OCG must

obtain Institution's written permission prior to bringing any furnishings or equipment on campus. OCG may not dig, hammer stakes, etc. without Institution's written permission. Any damage caused by OCG will be OCG's responsibility.

- 3.1. The Institution can provide wireless access via the Guest network to the Internet to OCG, using, provided that the OCG will adhere to the Institution's Acceptable Use Policy (AUP). If the OCG cannot adhere to the institution's AUP, the privilege will be withdrawn and appropriate sanctions, as outlined in the AUP, will be imposed.
4. **FACILITY RULES.** OCG is required to adhere to all Institutional policies, regulations, guidelines, and all local, state and federal laws concerning health, safety and public order. A copy of the complete Institutional regulations will be provided to the OCG upon request.
 - 4.1. For catering requests, please contact the Catering Manager at 540.365.6927. Outside food and beverage is not permitted unless dining services and catering are closed and unable to service the Event.
 - 4.2. Certain alcoholic beverages are permitted on campus for special events. However, prior approval and/or licensing may be applicable. Please contact the Office of Conferences and Events for more details.
 - 4.3. All functions which utilize the Vaughn Chapel will require coordination with and approval by the Dean of the Chapel.
 - 4.4. All Institutional buildings are non-smoking. Please utilize designated outdoor spaces for smoking.
 - 4.5. The Event Sponsor should be present during the Event, and they are responsible for the conduct of attendees, the enforcement of Instructional policies, and the protection of Institutional facilities and property.
 - 4.6. The Sponsor is responsible and will reimburse the Institution for any damages or losses before, during, and after the event. For events requiring any services that the Institution is not / unable to offer, please coordinate with the Office of Conferences and Events. Facilities used for the Event must be brought back to initial state prior to vacating the premises.
5. **EVENTS WITH MINORS AS ATTENDEES.** Any OCG having participants or participant dependents under age 21 must provide adequate adult supervision at all times during the OCG scheduled dates on campus. OCG shall present to the Institution upon arrival, a medical release for hospital treatment or treatment by a physician, signed by one or both of the child's parents / guardians, to allow for treatment should injury or accident occur for every minor child unaccompanied by a parent.
6. **EVENTS INVOLVING SCHEDULED PHYSICAL ACTIVITY.** OCG 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. OCG shall require all participants and supervisors to sign a waiver form waiving all claims against the "Releases" as described in Section 8. 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 OCG'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 the Institution's property including but not limited to any property placed by participant or supervisor in or about Institution buildings, properties or facilities.
7. **NOTICE.** OCG agrees to provide timely notice to Institution 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.
8. **WAIVER OF LIABILITY.** The Institution, including its governing board, trustees, directors, officers, employees, and any Participants, agents or volunteers acting at Institution's direction (collectively referred to as "Releasees") shall not be liable or responsible in any way for, and against the Institution with respect to or arising out of, any death or any injury that may be suffered or sustained by OCG or any employee, invitee, guest, or agent of OCG or any other person as a result of any OCG's actions or inactions, directly or indirectly, or any loss or damage or injury to or theft

or loss of any property belonging to OCG or any employee, invitee, guest, or agent of OCG on Institution property including but not limited to any property placed by OCG in or about Institution 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.

9. INDEMNIFICATION. Each party shall, to the fullest extent permitted by law, defend, hold harmless and indemnify the other party and its affiliates, trustees, directors, officers, members, partners, principals, employees and agents against any and all claims, demands, causes of action or damages, including attorneys' fees (collectively, "Claims"), arising out of or relating to any of the obligations undertaken in connection with this Agreement, including but not limited to (i) any breach of this Agreement; (ii) any actual or alleged injury or death to a person and/or loss of or damage to property caused directly or indirectly, wholly or in part by a party, its officers, directors, trustees, agents, contractors, employees or representatives; and (iii) any Claims arising out of OCG's failure to comply with Section 5. or 6. of this Agreement. This indemnity does not apply to any Claims arising from the gross negligence or intentional misconduct of the Indemnified Party. If OCG requires its participants to sign a hold harmless and / or an indemnification agreement, such agreement shall release Ferrum College in the same manner as OCG. The provisions of this paragraph shall survive the termination of this Agreement with respect to any indemnifiable actions occurring prior to such termination of this Agreement.
10. INSURANCE. OCG shall provide a certificate of insurance for the coverages listed in the paragraph below no less than thirty (30) days before the event. The Institution should appear as an additional insured on all policies of insurance except for any required auto and workers compensation insurance. The certificate of insurance shall also indicate that there is no applicable cross suits liability exclusion (allows an insured to sue another insured). OCG and its insurers agree to waive their right of subrogation against the Institution for any general liability, auto liability and workers compensation claims made against OCG's policies. All such insurance should not include any restrictions or governmental immunities built into the insurance coverage and policies.
 - 10.1. Limits of Insurance: OCG shall provide evidence of
 - 10.1.1. Commercial General Liability (CGL) insurance or OCG's Liability Insurance (TULIP or Special Events) of an amount of not less than \$1 million per occurrence. If the use of facilities includes physical activities, such as sports camps, the CGL limit shall be \$2 million per occurrence with no athletics activities' exclusion. If the Institution's pool is used, the CGL per occurrence limit shall be \$5 million with no athletics activities' exclusion.
 - 10.1.2. Owned, Non-owned and Hired Auto Liability insurance of an amount of not less than \$1 million per occurrence.
 - 10.1.3. Any OCG with OCG employees on campus shall provide evidence of statutory Workers Compensation insurance and \$100,000 of Employers Liability insurance.
 - 10.1.4. Any OCG 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.
 - 10.1.5. Any OCG serving liquor on campus 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.
 - 10.1.6. Any OCG 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.
 - 10.1.7. If OCG is a wedding or family reunion only 10.1.1 and 10.1.5 are required. OCGs unable to provide proper evidence of the required insurances can be directed to <https://securespecialeventinsurance.com/EIIA> to purchase a TULIP policy through the EIIA Special Events program.

11. TERMINATION. If, through any cause, OCG fails to fulfill in a timely and proper manner any of OCG's obligations under this Agreement, Institution has the unilateral right to terminate this agreement and not permit OCG to utilize Institution's premises or services for the reasons described above by giving written notice to OCG of such termination. In the event of such cancellation, the contract is null and void and Institution shall be discharged from any obligations to OCG. If Institution cancels this agreement under the terms of this Section, OCG is obligated to immediately pay the full amount of this contract to Institution.

11.1. Force Majeure – In the event that Institution buildings, property or facilities shall be destroyed or substantially damaged by fire or other casualty, or in the event other circumstances render the fulfillment of this agreement impractical or impossible, OCG shall be obligated to pay the fees herein above stipulated only for those services, activities and events which shall have occurred prior to said casualty or circumstances. OCG hereby waives any claim for damages or compensation resulting from fire, casualty, or other circumstances causing curtailment of this Agreement.

12. ENTIRE AGREEMENT. This Agreement contains all the terms and conditions agreed upon by the parties hereto regarding the subject matter of this Agreement. 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. No changes, amendments, or alterations shall be effective unless agreed to in writing by both parties. 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.

13. CHOICE OF LAW. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Virginia. Unless waived by both parties, venue for any action to enforce or interpret the provisions of this Agreement shall be in Franklin County, Virginia.

Signature of Sponsor or Authorized Representative

Date

Please send signed Event Reservation Application Form along with applicable deposit to:

Ferrum College
Attn: Office of Conferences and Events
P.O Box 1000
Ferrum, VA 24088
540.365.4474

Receiving Information (For Office Use Only):

Date Received

Received by

Confirmation Date

Confirmed by

Deposit Method: Cash Check Credit

Approval Signature of Manager of Conferences and Events

Approval Date