

**Event Reservation Application (Non-Wedding)**

Your Name: \_\_\_\_\_ Today's Date: \_\_\_\_\_  
 Your Phone: \_\_\_\_\_ Your Email: \_\_\_\_\_  
 Your Affiliation with Ferrum College:  Current Employee  Current Student  Ferrum Alum  None

The Event Name: \_\_\_\_\_  
 Sponsor of Event: \_\_\_\_\_  
 Sponsor Phone: \_\_\_\_\_ Sponsor Email: \_\_\_\_\_  
 Sponsor Billing Address: \_\_\_\_\_

Is the sponsor tax exempt?  No  Yes, please include certificate with this application  
 Is the sponsor a non-profit or governmental organization?  No  Yes  
 Proposed Event Start Date: \_\_\_\_\_ Event Start Time: \_\_\_\_\_  
 Proposed Event End Date: \_\_\_\_\_ Event End Time: \_\_\_\_\_  
 Estimated Attendance: \_\_\_\_\_  
 Do you plan on serving alcohol during your event?  No  Yes  
 Will you need catering services for your event?  No  Yes

**Facility Rental Fees**

Effective for events booked through December 31, 2022  
 By Virginia State Law, all billing is subject to applicable sales tax[es] unless tax exemption certificate is submitted to the Office of Conferences and Events.

<i>Common Event Spaces</i>	<i>Full Day<sup>1</sup> Rental Standard Fee</i>	<i>Full Day<sup>1</sup> Rental Ferrum Affiliate Fee</i>	<i>Four Hour<sup>2</sup> Rental Standard Fee</i>	<i>Four Hour<sup>2</sup> Rental Ferrum Affiliate Fee</i>	<i>Additional Hour Rental</i>	<i>Preferred Location[s]: (check all that apply)</i>
Bassett Field	\$250	\$200	\$150	\$90	\$45	
Blue Ridge Mountain Room	\$700	\$560	\$500	\$400	\$100	
Vaughn Chapel Patio	\$250	\$200	\$150	\$90	\$45	
Vaughn Chapel Sanctuary	\$500	\$300	\$300	\$180	\$85	
Classroom	\$250	\$200	\$150	\$90	\$45	
Dyer Conference Room	\$250	\$200	\$150	\$90	\$45	
Franklin Hall Atrium, 1 table space	\$75	\$60	\$45	\$27	\$15	
Franklin Hall Atrium, Entire Area	\$250	\$200	\$150	\$90	\$45	
Franklin Hall Patio	\$250	\$200	\$150	\$90	\$45	
Franklin Hall Quad	\$250	\$200	\$150	\$90	\$45	
Hart Plaza	\$250	\$200	\$150	\$90	\$45	
Panther's Den	\$450	\$270	\$270	\$160	\$75	
Virginia Room	\$250	\$200	\$150	\$90	\$45	
<b>SUBTOTAL:</b>						

Facility Not Listed? Please specify request details and await cost information:

<sup>1</sup>A Full Day Rental is defined as up-to twelve (12) consecutive hours of use on a single calendar day within normal operating hours between 8:00am and 10:00pm.  
<sup>2</sup>A Four Hour Rental is defined as four (4) consecutive hours of use on a single calendar day within normal operating hours between 8:00am and 10:00pm.

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. During the ongoing implications of the COVID-19 pandemic, events are planned and scheduled with good faith under the current/prevaling national, state, local and college issued guidelines. However, due to the ever-changing situation it may become necessary for either Ferrum College or the customer to alter, postpone or cancel events on short notice.

### **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 for "The Event" as listed at the beginning of this Event Request Application. The period of use will be as outlined under proposed dates, and if approved, at the beginning of this Event Reservation Application.
2. PAYMENT. In consideration for the above-mentioned facilities / below-mentioned 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 any applicable catering costs.
  - 2.1. Reservation Deposit. A deposit, in the amount of \$250.00 or total rental cost if less than \$250.00, is required to confirm this reservation. Only those reservations for which deposits have been received will be guaranteed.
    - 2.1.1. Reservation deposits, during the ongoing COVID-19 pandemic, may be refunded in the event of cancellation by the OCG on the following basis:
      - 2.1.1.1. When notice is received earlier than thirty-one (31) days prior to the reserved date(s), one hundred percent (100%) of the deposit will be refunded.
      - 2.1.1.2. When notice is received sixteen (16) to thirty (30) days prior to the reserved date, fifty percent (50%) of the deposit will be refunded.
      - 2.1.1.3. When notice is received fifteen (15) days or less prior to the reserved date, no refund will be made.
      - 2.1.1.4. Should FERRUM COLLEGE change the campus schedule so that it prohibits the Event from occurring, one hundred percent (100%) of the deposit for the Event will be refunded to the OCG.
    - 2.2. Full Payment is due ten (10) working days before the day of the event. Any charges and incidentals incurred above and beyond the written estimate of costs will be billed immediately following the event and payable within fifteen (15) calendar days of the Event ending date.
    - 2.3. Agreement Fee Inclusions.
      - 2.3.1. Exclusive use of the agreed upon facilities during approved Event times.
      - 2.3.2. Use of any audio / visual equipment already located in the reserved location. Additional audio / visual support can be provided by Ferrum College for a fee. Please contact the Office of Conferences and Events for more details.
      - 2.3.3. Use of available campus parking lot(s) during the Event.
      - 2.3.4. Initial setup of tables with white table clothes and chairs for up-to one hundred (100) people. Additional chairs and tables can be provided for a fee. 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 and will be billed accordingly.
      - 2.3.5. Conferences and Event staff member present on campus through the entire Event.
      - 2.3.6. Optional facilities tour prior to the Event to aid in planning.
      - 2.3.7. Use of complimentary WIFI in all campus buildings.
      - 2.3.8. All indoor facilities are climate controlled.

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 may be considered extra services and be charged as such for the time required to perform them.
  - 3.1. The Institution can provide wireless access via the FCWIFI network to the Internet to OCG, 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.
  - 3.2. Should the OCG desire, Ferrum College can provide sanitization services during the Event for a fee. Contact the Office of Conferences & Events for more information.
  
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.
  - 4.1. For catering requests, please contact the Catering Manager at 540.365.6927 for pricing and menu selection. Outside food and beverage is not permitted unless dining services and the catering office are closed or are unable to service the Event. In that case, a waiver must be obtained from Dining Services authorizing outside food and beverages.
  - 4.2. Certain alcoholic beverages are permitted on campus for special events. However, prior approval, licensing and additional fees may be applicable. Please contact the Catering Manager at 540.365.6927 for more details.
  - 4.3. All Institutional buildings are non-smoking / non-vaping. Please utilize designated outdoor spaces for smoking or vaping.
  - 4.4. The Event Sponsor should be present during the Event, and is responsible for the conduct of attendees, the enforcement of Instructional policies, and the protection of Institutional facilities and property.
  - 4.5. 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.
  - 4.6. The OCG will abide by Virginia law, federal law and Ferrum College regulations regarding intoxicants, narcotics, alcohol, tobacco and drugs.
  - 4.7. Parking in any fire lane is not allowed.
  - 4.8. Tampering with the fire system or firefighting equipment is not allowed.
  - 4.9. The use of nails, staples, adhesives, and tape is prohibited at all times.
  - 4.10. The OCG shall not run wires, move ceiling tiles, or hang any items from the drop ceilings without approval from the Office of Conferences and Events.
  - 4.11. OCG may not dig, hammer stakes, etc. without Institution’s written permission. Any damage caused by OCG will be OCG’s responsibility.
  - 4.12. The OCG is responsible to maintain applicable state, local and Ferrum College issued guidelines related to event safety during the ongoing COVID-19 situation.
  
5. EVENTS WITH MINORS AS ATTENDEES. Any OCG having participants or participant dependents under age 18 must provide adequate adult supervision at all times during the OCG scheduled dates on campus. OCG shall require attendees under the age of 18 to complete 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.
  - 7.1. The Institution agrees to provide timely notice to the OCG concerning applicable changes to the campus schedule based on evolving circumstances surrounding the COVID-19 pandemic.
    - 7.1.1. Should applicable guidelines and / or regulations prohibit the EVENT from being hosted at Ferrum College timely notice will be issued to the OCG. Under which circumstances this Agreement will be terminated and any deposit will be refunded as specified in Section 2.1 of this Agreement.
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. For overnight events the OCG shall provide evidence for 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 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://seurespecialeventinsurance.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, the 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, pandemic, 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, pandemic, or circumstances. OCG hereby waives any claim for damages or compensation resulting from fire, casualty, pandemic, 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.
13. INVALIDITY OR NON-ENFORCEABILITY. 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.
14. 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 OCG or Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of OCG or Authorized Representative

**MAILED APPLICATIONS AND DEPOSITS BY CHECK**

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

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

**DIGITAL APPLICATIONS AND ELECTRONIC DEPOSITS**

Please send signed Event Reservation Application Form to: [events@ferrum.edu](mailto:events@ferrum.edu)

Once processed, you will receive a link in your email to pay the deposit[s] via the card of your choice.

PLEASE DIRECT QUESTIONS TO:

540.365.4474  
[events@ferrum.edu](mailto:events@ferrum.edu)

Receiving Information (For Office Use Only):

\_\_\_\_\_  
Date Received

\_\_\_\_\_  
Received by

\_\_\_\_\_  
Confirmation Date

\_\_\_\_\_  
Confirmed by

Deposit Method:  Cash  Check  Credit  Inv #

\_\_\_\_\_  
Approval Signature of Conferences and Events Management

\_\_\_\_\_  
Approval Date

**COVID-19 AGREEMENT**

**OCG Consent**

In exchange for being permitted to enter the premises of FERRUM COLLEGE (the "Business"), located on the campus of FERRUM COLLEGE (the "Premises") to [The Event Name Here] \_\_\_\_\_ (the "Activity"), [Event Sponsor Name Here] \_\_\_\_\_ (the "OCG") agrees to the following as described in this contract.

**OCG agrees to instructions and requirements**

The OCG and all Activity attendees will follow all instructions of the Business while on the Premises.

The OCG and all Activity attendees agree not to enter the Premises if they are experiencing symptoms of COVID-19 such as cough, shortness of breath, or fever, have a confirmed or suspected case of COVID-19, or have come in contact in the last 14 days with a person who has been confirmed or suspected of having COVID-19.

**OCG assumes the risk**

The OCG is aware of the highly contagious nature of COVID-19 and the risk that I may be exposed to or contract COVID-19 by being on the Premises and engaging in the Activity.

The OCG acknowledges that all Activity attendees are voluntarily entering the Premises to engage in the Activity with knowledge of the danger involved. The OCG hereby agrees to accept and assume all risks of personal injury, illness, disability, or death related to COVID-19, arising from my being on the Premises or engaging in the Activity, whether caused by negligence of the Business or otherwise.

**OCG releases Business from liability**

The OCG hereby expressly waive and release any and all claims, now known or hereafter known, against the Business and its directors, board, owners, employees, affiliates, and officers, on account of injury, illness, disability, or death arising out of or attributable to my being on the Premises or engaging in the Activity and being exposed to or contracting COVID-19, whether arising out of the negligence of the Business, its owners, employees, affiliates, officers, or otherwise.

\_\_\_\_\_  
 Signature of OCG or Authorized Representative

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Printed Name of OCG or Authorized Representative

Receiving Information (For Office Use Only):

\_\_\_\_\_  
 Date Received

\_\_\_\_\_  
 Received by

\_\_\_\_\_  
 Signature of Conferences and Events Management

\_\_\_\_\_  
 Date