



## WATERFRONT PLACE HOTEL Special Event Agreement

This Agreement is made and entered into as of \_\_\_\_\_, by and between Waterfront Place Hotel located at Two Waterfront Place, Morgantown, WV 26501 and the West Virginia University Board of Governors on behalf of West Virginia University and its \_\_\_\_\_, (hereinafter referred to as "Group"). Group agrees that the terms of this Agreement are based upon the information provided below by Group.

Notwithstanding anything to the contrary herein, if this Agreement is not received by Hotel by \_\_\_\_\_, this offer is hereby terminated and all space referred to herein will be released. Hotel and Group shall have no further obligations as specified in this Agreement.

### **SECTION ONE: DESCRIPTION OF THE EVENT**

WVU Department/Organization or Sponsor's Name: \_\_\_\_\_

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

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

Contact Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

Contact Address: Address 1 \_\_\_\_\_

Address 2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

### **SECTION TWO: GROUP ROOM RESERVATIONS**

**GUEST ROOM ACCOMMODATIONS:** Hotel will hold the following block of rooms for Group's use. Unless as indicated in this Agreement, Hotel does not guarantee any particular rooms nor does it guarantee that rooms will be in proximity to each other.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Date							
Single							
Double							

**Guest Room Rates:** The Hotel is pleased to confirm the following room rate for Group:

**Cut Off Date:**



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After the Cut Off Date specified above, rooms not reserved by individuals from Group shall be released from Group's room block and Hotel may contract with other parties for the use of such rooms. Hotel shall continue to accept reservations from Group's attendees after the date at the Group's rate, subject to availability. Individuals, and not Group, shall be responsible for complying with Hotel's cancellation policy and any fees associated guest room accommodations.

### **SECTION THREE: EVENT FUNCTION SPACE REQUIREMENTS**

Based on your requirements, we have reserved function space as indicated below.

Date	Start Time	End Time	Function	Room	Setup	AGR	Room Rental

**Hotel reserves the right to assign and change specific meeting rooms at its discretion.** Group must obtain final approval from Hotel before publishing meeting room names.

### **SECTION FOUR: CATERING SERVICES**

#### **FUNCTION GUARANTEES**

The Catering Office must be notified of the guaranteed attendance no later than noon three business days for event attendance less than 1,000, otherwise Group must give five business days notice of guarantee attendance prior to the scheduled function (for example, guaranteed attendance for functions scheduled Tuesday must be received by noon on the preceding Friday). If Group fails to abide by notification requirements as stated above, the last count submitted by Group will be used for minimum guaranteed attendance for billing purposes. Hotel agrees to set five percent over the guaranteed attendance for banquets, up to a maximum increase of fifty (50) additional attendees. Guarantees of attendance are not subject to reduction and Hotel will charge the Master Account, at a minimum, the amount due in accordance with the guaranteed attendance.

#### **FOOD AND BEVERAGE PERFORMANCE**

Hotel is relying on, and Group agrees to provide the minimum food and beverage amount of \_\_\_\_\_.

Should the Group fall below this amount; the Hotel will charge the master account the difference. Audio visual equipment, room rentals, taxes and services charges are not included in this amount.

### **SECTION FIVE: BILLING/CREDIT PROCEDURES**

**Payment:** The manner of payment of the Contract shall be by direct bill, all charges will be billed to West Virginia University to the WVU Department identified above and paid as provided herein. Group may pay all or part of its obligation under this Agreement by Credit card provided that Group fills in the information required below.



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Credit Card Number:	
Expiration Date:	
Name as it appears on card:	
Billing Address for card:	
Signature of Cardholder:	

### **SECTION SIX: GENERAL TERMS AND CONDITIONS**

#### **FOOD AND BEVERAGE POLICIES**

Due to licensing requirements and quality control issues, all food and beverage served on the Hotel property must be supplied and prepared by the Hotel. In all cases, we have extended food temperatures and holding conditions to a point that we will not release leftover food to you or your guests. This policy is in compliance with the Health Department. We appreciate your cooperation. Due to West Virginia and Federal Laws, the bar and wait staff will not be permitted to serve alcoholic beverages to intoxicated persons or to guests under 21 years of age. Please notify us of guests under 21 that will be attending. We respectively reserve the right to close any bar early if we deem necessary in the interest of safety for your guests and our staff. All food and beverage prices are subject to 20% service charge.

#### **ENTERTAINMENT & DECORATIONS**

Please advise the Hotel of any entertainment, banners or special props being brought in by your group. We reserve the right to refuse what is inappropriate for our establishment. Decorations are limited to centerpieces, floral arrangements, balloons and other items deemed of a tasteful nature. Taping to walls, ceiling and chandeliers is prohibited. The host is responsible for any damages by any guest to any equipment / furniture or properties of the Hotel and the replacement thereof. Removal of any equipment or décor that is contracted by the client is the responsibility of the client.

#### **SIGNS AND DISPLAYS/USE OF HOTEL NAME**

Group shall not display signs in Hotel nor use the name/logo of the Hotel in any promotional brochures or ads without prior approval of the General Manager of Hotel. It is further agreed that no sign, banner or display shall be affixed to any part of Hotel. Any damages caused to the walls, fixtures or carpet will be billed to Group.

#### **SECURITY**

Hotel may, in its sole discretion, require Group to take certain security measures in light of the size or nature of the function, which may include the requirement to hire sufficient security personnel from the Hotel or Hotel may allow Group to retain an outside service that meets required bonding and insurance requirements and is approved by the Hotel prior to the function. If Group hires an outside service in accordance with the above, Group must provide Hotel with a copy of the agreement, which shall require outside service to indemnify the Hotel and its owner, and their parent, subsidiary and affiliated companies and their employees, representatives and agent, from and against any liabilities related to the services.



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### **SHIPPING AND PACKAGES**

In the event Group will be shipping packages to Hotel, Group must notify Hotel at least one week in advance. All packages sent to Hotel should include the name of Group, date of program and number of items. Shipment should arrive no earlier than three (3) days prior to event. Hotel has no liability for the delivery, security or condition of the packages. All packages should be mailed to the following address:

Waterfront Place Hotel  
Two Waterfront Place  
Morgantown, WV 26501

Attn: \_\_\_\_\_, \_\_\_\_\_

### **SIGNING AUTHORITY**

The following individuals have the proper authority to sign for the Master Account and/or act on behalf of and bind the Group pursuant to the terms of this Agreement:

Name \_\_\_\_\_

Signed By \_\_\_\_\_

Name \_\_\_\_\_

Signed By \_\_\_\_\_

### **PARKING**

Hotel parking is available at the prevailing rates.

### **CANCELLATION POLICY**

If Hotel cancels this Agreement or is unable to provide the requested rooms or meeting space, Hotel will work with Group to arrange alternative accommodations and space at the prices set forth herein. Hotel will arrange for comparable space in the same vicinity of Hotel and shall provide, without charge, necessary transportation between the alternative site and Hotel. Hotel's liability is limited to these remedies and Hotel shall not be liable for any consequential, punitive or special damages.

Group and Hotel have entered into a binding commitment. Hotel is committed to providing the function space and services specified in this Agreement and Hotel has offered special rates and other concessions based upon anticipated revenues for your event. The anticipated revenue includes the revenue from function space, food and beverage services you may have requested and any ancillary services.

Group may not cancel this Agreement, reduce the size of your meeting and/or attendance, or reduce the amount of food and beverage services, without 30 days notice to Hotel. Group agrees that Hotel may suffer damages if such cancellation occurs, as a result of Hotel's inability to offer your unused space or services to another group and/or the cost to Hotel of trying to re-sell these spaces/services. The exact amount of damages will be difficult to determine. Therefore, Group agrees in the event of cancellation it will reimburse Hotel for any and all actual lost profits due to such cancellation.



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In the event of cancellation, Hotel shall make all commercially reasonable efforts to resell Group's canceled function space and to contract for any and all additional services attributable to Group's cancellation in order to mitigate any loss incurred by Hotel. Revenue received by Hotel from the resale of function space or food and beverage attributable to Group's cancellation will be deducted from Attrition/Cancellation amount imposed upon Group by Hotel. Hotel shall invoice and Group shall remit payment, if any, within 30 days of invoice from Hotel after the date of such scheduled event, provided Hotel provides proof of its good faith efforts to mitigate damages and proof of such actual lost profit incurred. Individuals, and not Group, shall not be responsible for cancellation fees associated with any guest room reservation.

### **FORCE MAJEURE**

The performance of this Agreement by either party is subject to acts of God, government authority, disaster, strikes, civil disorders, or curtailment of transportation facilities, any of which make it illegal or impossible to provide the facilities and/or services as defined in this agreement. It is provided that this Agreement may be terminated for any one or more such reasons by written notice from one party to the other without liability.

### **GROUP'S PROPERTY**

Group agrees and acknowledges that Hotel will not be responsible for the safe-keeping of equipment, supplies, written material or other valuable items left in function rooms, guest rooms or anywhere on Hotel property other than the Hotel safe. West Virginia State law will govern Hotel's liability for items stolen in guestrooms or items kept in Hotel's safe. Group is responsible for securing any such aforementioned items and hereby assumes responsibility for loss thereof. Group may not rely on any verbal or written assurances provided by Hotel staff, other than as provided in this Agreement.

### **INSURANCE**

Property of Group is the sole responsibility of the Group and/or its owner. Group agrees that it has procured sufficient insurance to cover the loss of such property and waives any claims under Hotel's insurance policy for the loss of Group's property or the property of any of its attendees or invitees.

### **DISPUTE RESOLUTION**

Hotel and Group agree to use its best efforts to resolve any disputes under this Agreement through informal means. In the unlikely event that formal action must be taken, this Agreement will be interpreted in accordance with the laws of the State of West Virginia and the exclusive venue for any dispute arising out of this Agreement shall be in the Court of Claims, Kanawha County, West Virginia.

### **NO ASSIGNMENT**

Group may not assign or transfer this Agreement or any part thereof without the written consent of Hotel. Any attempted assignment or transfer by Group without such consent may, at the option of Hotel, be deemed to be a cancellation of this Agreement by Group, in which case Group shall remain liable for all cancellation charges set forth herein.



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### **PAYMENT**

Payment of all invoices is due within thirty (30) days after receipt of a valid invoice from Hotel. Invoices remaining unpaid after 30 days of the invoice date will incur an interest pursuant to West Virginia State Code. No payment by Group or receipt by Hotel of a lesser amount than any amount due shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or any letter accompanying any payment shall be deemed an accord and satisfaction, and Hotel may accept such check or payment without prejudice to Hotel's right to recover the balance of all amounts due or pursue any other remedies available to Hotel under this Agreement or in law or in equity.

### **COMPLIANCE WITH LAWS**

Group shall comply with all Federal, State and local laws, rules and regulations with respect to its activities on Hotel property, including obtaining any permits required for Group's activities during the event. Hotel may require Group to present proof of such compliance prior to the event. Group relies upon Group's attendance projections in reserving the appropriate room(s) and in observing all federal, state and local regulations regarding room capacity limitations and health, safety and fire codes. Hotel reserves the right to take all necessary actions to cause the event to be in compliance with all laws, rules and regulations, including (1) closing the Event, (2) requiring certain guests to leave the event, (3) restricting access to the event, (4) restricting the consumption of alcoholic beverages, and (5) monitoring the event. If the Hotel decides, in its discretion, to take any of the actions above, it shall do so without penalty and Group shall remain liable for all obligations under this Agreement.

### **RIGHT OF INSPECTION/ENTRY**

Hotel will have the right to enter and inspect all functions. If Hotel observes any illegal activity or activity that may result in harm to persons or objects, Hotel has the right to immediately cancel the event, in which case all of Group's guests and invitees must immediately vacate the meeting room premises. In such event, Group will remain liable for all fees and charges related to the function pursuant to the terms of this Agreement.

### **DAMAGE CLAUSE**

In the unlikely event that damage to any Hotel property occurs as a result of any guest related to Group, Hotel shall pursue all rights as against such guest or others before seeking reimbursement from Group for any unrecovered losses. Group shall be responsible for all demands, claims, damages to persons and/or property, losses or liabilities, including reasonable attorney fees (collectively "Claims") arising out of or caused by Group's negligence or intentional misconduct, if assessed by a court of competent jurisdiction to be the responsibility of Group. Group does not waive, by reason of this paragraph, any defense that it may have with respect to such claims.



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### CHANGES, ADDITIONS, MODIFICATIONS

All changes, additions, deletions or stipulations including corrective lining out by either the Hotel or the Group will not be considered agreed to or binding to the other unless such modifications have been initialed or otherwise approved in writing by the other. Changes in group numbers may require re-negotiation of menu suggestions and/or room assignments.

### MISCELLANEOUS

The persons signing this Agreement each warrants that they are authorized to bind the party for which they are signing. Any provision of this Agreement that is deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement invalid. Each party shall execute such other and further documents as may be necessary to carry out the intention as well as to comply with the provisions of this Agreement.

### SIGNATURE

This Agreement, with attachments (if any), constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing signed by Hotel and Group. The undersigned represent that they are authorized to sign and enter into this agreement. If either party uses a fax or electronic means of transmittal, then the fax or other electronic copy shall serve as an original.

Waterfront Place Hotel	West Virginia University Board of Governors on behalf of West Virginia University
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Its: \_\_\_\_\_

Signed By	Signed By
Name: _____	Name: _____
Title: _____	Title: _____
Date _____	Date _____

**APPROVED AS TO FORM PRIOR TO  
ACKNOWLEDGEMENT THEREOF, THIS**

22nd day of December, 2010

**DARRELL V. McGRAW, JR.  
ATTORNEY GENERAL**

By: *Dawn E. Wayfield*  
**DEPUTY ATTORNEY GENERAL**