



**ROANOKE COLLEGE
EVENT AGREEMENT**

THIS EVENT AGREEMENT (“Agreement”), dated this _____ day of _____, 201____, is made by and between ROANOKE COLLEGE (“College”), a private non-profit educational institution located in Salem, Virginia and _____ (“User”), a nonprofit organization. College and User are referred to individually as “Party” and collectively as “Parties”. “Participants” means all persons listed on the Registration List to be provided by User to the College and Users’ Staff (the “Registration List”). This Agreement remains in effect from year to year until terminated by either Party.

The Parties mutually agree as follows:

1. Services and Fees. User agrees that College shall provide the space and/or services identified on Attachment A (Event Details) and Attachment B (Estimate) for the event (the “Event”) specified on Attachment A and B. User shall pay to College all fees identified on Attachment A and B.
2. Attachments. Attachments A, B and C are hereby incorporated into this Agreement in their entirety. Should there be any conflict between the terms of this Agreement and an Attachment, the terms of this Agreement shall govern.
3. Deposit. User shall pay College a deposit (the “Deposit”) in the amount specified in Attachment B, which College shall apply to the actual incurred costs of the Event. User shall deliver a signed version of this Agreement, to the following address before any space will be confirmed for the Event:

Deposit made payable to:
Roanoke College
Community Programs
221 College Lane
Salem, Virginia 24153-3974

4. Term. The term of this Agreement shall be for the time period specified in Attachment A, subject to renewal or terms and conditions mutually agreed upon by the Parties.
5. Publicity. College does not sponsor, endorse, or make any express or implied warranties to User. Publicity about the event may not refer to College as, “sponsored by”, “hosted by” or “in collaboration with”, or any other language that states or implies that the event is a function or activity of Roanoke College, unless authorized in writing by the College in advance. User shall not use in its external advertising or marketing programs any data, pictures, name, insignia, trademarks, pictures, or other representation of Roanoke College or its employees except those authorized in writing by College in advance. College must receive in writing all requests for authorization no later than ten (10) days in advance of the Event.
6. Force Majeure. College shall not be responsible for any delay or failure in performance resulting from any cause beyond its control.
7. Limitation of College’s Liability. College, its trustees, officers, agents, and employees shall not be

liable for incidental, consequential, indirect, or specific damages including, without limitation, lost business profits or revenue. In the event it is determined that College is liable to User for any amount under this Agreement, User's entire remedy and College's entire liability will be the return of the Deposit and any amounts paid by User under this Agreement. This limitation is a critical element of the Parties' bargained-for consideration and will be effective even in the event College is informed in advance of the possibility of such damages.

8. Indemnification/Hold Harmless. User agrees to indemnify, defend and hold harmless College, its trustees, officers, agents, and employees from any claim, damage, liability, injury, expense, or loss, including defense costs and attorney's fees, arising hereunder, except for injury or damage caused by the sole negligence of College. Accordingly, College shall promptly notify User of any claim or action brought against College in connection with this Agreement.
9. Insurance. User agrees to procure and to continue in effect a comprehensive general liability insurance policy to protect against any and all claims for injury or damages to persons and property, real and personal, arising in any manner in connection with this Agreement, with minimum liability limits of (a) \$1 Million coverage per occurrence generally, (b) two \$2 Million coverage per occurrence for athletic events, and (c) \$5 Million if use of a swimming pool is involved, each including protection against any liability imposed by law. User shall also obtain, if applicable, evidence of \$1 Million per occurrence for owned, non-owned, Hired Auto Liability Insurance. When Events include minors (under 18 years of age), User shall obtain insurance for sexual misconduct/abuse liability coverage in a minimum amount of one \$1 Million. User shall also obtain coverage of Workers Compensation Insurance, in an amount not less than \$100,000 per occurrence. All insurance issued according to this paragraph 9 shall be issued in the name of "The Trustees of Roanoke College" and shall include as specifically insured all of the College's trustees, officers, agents and employees as additionally insured parties individually and collectively naming Roanoke College as additionally insured. User shall also furnish, if providing athletic trainers, evidence of Medical Professional Liability Insurance, in a minimum amount not less than \$2 Million per occurrence. Endorsements of all coverage to the General Liability Policy is acceptable. By signing this Agreement, User is making the affirmative representation that it has obtained all such insurance required by this paragraph 9. User shall furnish College with insurance certificates no later than fifteen (15) days prior to the start of the Event, evidencing and confirming such coverage. By requiring the minimum insurance described in this paragraph, College shall not be deemed or construed to have assessed the risk that may be applicable to User. User shall assess its own risk and obtain and maintain higher limits and or broader coverage as it deems appropriate.
10. Assignment. Neither Party shall assign or otherwise transfer its rights or delegate its obligations under this Agreement without the prior written consent of the other Party. Any attempted assignment, transfer, or delegation without such consent shall be void. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assignees.
11. Waiver. The failure of either Party to enforce any provision in this Agreement shall not be deemed a waiver of such right. Should any portion of this Agreement be declared invalid or unenforceable for any reason, such portion is deemed severable from the Agreement and the remainder of this Agreement shall remain fully valid and enforceable.
12. Entire Agreement. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written agreements. This Agreement can be modified or amended only by a writing signed by all of the Parties.

13. Applicable Law. This Agreement shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this contract shall be brought before a proper state court in the Commonwealth of Virginia.
14. Compliance with Laws. It is User's sole responsibility to be knowledgeable of and to comply with any and all local, state, and federal rules, regulations and ordinances that might be applicable as a result of User's event.
15. Remedies. If User breaches this Agreement, College may terminate this Agreement without prior notice, in addition to any other rights or remedies College may have.
16. Termination. (a) By College: College reserves the right to terminate this Agreement if it determines that College's facilities, equipment or furnishings are being damaged as a result of the Event, or if it determines that the Event is endangering the health and safety of Participants, the general public or patrons, interfering with the business or activities of College, or infringing on the rights of others.

College may also terminate this Agreement without cause upon fourteen (14) days written notice in the event College determines in its sole discretion that the facilities and services are unavailable or otherwise required for College events or purposes, including but not limited to construction and renovation of campus, buildings or facilities, or interruption of utility services, including internet services. In such circumstances, College will use reasonable efforts to provide alternate accommodations for the Event, determined in the sole discretion of College. If alternate accommodations are not available, College will refund the amount previously paid by User to College, less any such expenses incurred by College up to such cancellation. The College will give notice of such cancellation in writing to the agent of the User.

(b) By User: In the event User cancels the Event for any reason permitted under this agreement or fails to conduct the Event for any reason, User shall give College written notice of cancellation of the event at least five (5) days in advance except in cases of an emergency and College shall return Deposit less any expenses incurred by College. User shall also be liable for any costs incurred for the Event by College.

17. Status of Parties. The relationship of College and User under this Agreement is solely that of independent contractors. Neither Party shall be considered an employee or agent of the other Party, nor shall anything contained in this Agreement be construed to create any partnership or joint venture between the Parties.
18. Certification. The signatory for User certifies that he or she is authorized to sign on behalf of User, and agrees to abide by the terms of this Agreement.
19. Non-Discrimination. User agrees that is shall not discriminate on the basis of race; color; religion; national origin; sex; sexual preference; pregnancy; childbirth or related medical conditions; age; marital status; or disability.
20. Attorney's Fees/Collection Costs. User shall pay to College all reasonable attorney's fees and expenses incurred in enforcing this Agreement.
21. Special Accommodations. If User or customers of User require any special accommodations for the Event, User shall notify College in writing at least ten (10) days before the start date of the Even. User shall include such requests in all registration and promotional materials for the Event.

22. Termination Due to Inclement Weather. College shall not be liable if the Event is not held due to closure of College for any reasons outside the control of College or for other reasons resulting from inclement weather including, without limitation: snow, sleet, ice, flooding, hurricane, wind, and other forces of nature. In the event College is unable to host the Event due to inclement weather, College shall make reasonable efforts to reschedule the Event for another time that is amenable to both Parties. If College cannot reschedule the Event for any reason out of the control of the College, this Agreement shall be deemed null and void, and College shall not be liable for any damages or costs arising from such termination.
23. Safety and Training. User shall be solely responsible for the safety and conduct of its Participants, employees, agents, and volunteers and their compliance with College policies, procedures, rules, regulations and applicable laws. User shall communicate the terms of this Agreement to its staff, volunteers, Participants, and representatives. User shall secure background checks and provide sexual misconduct training for all of User's Participants including its employees, agents, and volunteers when minors are in attendance.
24. Use of Facilities. With respect to all Events using College facilities, User shall:
- a. Maintain areas used in good condition, reasonable wear and tear excepted. User agrees to pay for all damages to College's property, arising from User's use of the College's facilities.
 - b. Notify College immediately of any accidents, injuries, threats, safety concerns, hazards or conditions affecting the health, welfare, or safety of Participants or the public.
 - c. Abide by all applicable local, state and federal fire safety regulations and procedures, including the proper exit procedures in residence halls. User shall require all Participants staying in residence hall rooms to become familiar with the College's emergency evacuation procedures during registration for the Event. User shall conduct an effective practice evacuation exercise involving all Participants in all residence halls and other areas used during the Event to review and make all Participants aware of these emergency procedures in the event of a fire, wind, or other safety hazard or emergency situation. The practice evacuation shall occur on the first day of the Event.
 - d. Ensure that any cooking in residence halls or other College facilities is limited to the designated kitchen areas. Cooking in other areas on campus is prohibited.
 - e. Return the any reserved space to its original condition upon completion of use. Classrooms, cafeterias and other non-Event space are available on a reservation only basis.
 - f. Abide by the following conditions related to use of a swimming pool: Pool reservations are for the reserved times only. Pool doors shall only be unlocked when an approved certified lifeguard is present. Participants will use the pool only when a certified lifeguard is on duty and present. Lifeguards may be reserved through the Office of Campus Recreation and Intramurals. Charges for Lifeguards will be billed to User.
 - g. Not utilize public areas on campus in a manner that disrupts classes or other College functions. Public areas cannot be reserved for User's exclusive use.
 - h. Not bring equipment to campus provided by a third party without College's prior written consent.
 - i. Replace all lost keys.
 - j. Permit College to provide any and all services, equipment and personnel as College, in its sole discretion, deems necessary or convenient to protect the safety of College community, all Participants and the public, or private or public property, and to ensure the minimally sufficient level of services to be provided by College to Participants under this Agreement.
 - k. Pay for any and all services, equipment, facilities and other requests by User, in addition to those

reserved by User in this Agreement.

25. Compliance. User shall comply with all applicable federal, state and local laws, rules and regulations, and College policies and procedures. User shall also be responsible for assuring that all Participants comply with all applicable federal, state and local laws, rules and regulations, as well as all College policies and procedures, which User acknowledges and agrees have been provided by College and received by User, as which User has reviewed and understands. Failure to comply with College's policies and procedures may result in immediate expulsion of non-compliant Participants from campus and/or termination of User's Event. These policies and procedures include, but are not limited to prohibitions of or against: (a) use of firearms, weapons, ammunition, fireworks, explosives or dangerous and flammable materials on campus; (b) tampering with any fire alarm or fire suppression system; (c) smoking in any building; (d) gambling; (e) parking in fire lanes and other marked areas on and joining the college campus; (f) animals on campus, with the exception of service or emotional support animals as allowed by applicable law; (g) removal of furniture from residence halls; (h) operation of camp store by User without the written consent of College prior to the Event.

26. Emergency Contact Information:

Roanoke College Emergency Contact:

Tanya Ridpath, Director
Community Programs
202 Fowler House, High St. Salem, VA 24153
ridpath@roanoke.edu (cell) 540-257-0376 (office) 540-375-2323
Summer Conferences Office and On Call after hours line 540-375-5288

User Emergency Contact:

Name and Title: _____
Phone: (cell) _____
Email: _____

Emergency Contacts:

Roanoke College Campus Safety	540-375-2310
9 North College Ave. Salem, VA 24153	
Lewis Gale Hospital	540-776-4000
1900 Electric Rd., Salem, VA 24153	
Salem Police Department	911 for Emergencies 540-389-0374
36 East Calhoun St., Salem VA 24153	

27. **SEE ATTCHMENTS which are made part of this agreement:**

- A. Event Agreement
 - Schedule I** list of all staff and participants (provided by user)
 - Schedule II** list of all facilities, services and equipment (provided by College)
- B. Estimate
- C. Reservation Policy

ACCEPTED AND AGREED:

ROANOKE COLLEGE

BY: _____
Tanya Ridpath
Director, Office of Community Programs

Date

BY: _____

Date

USER

BY: _____

Date

Organization

Address

City/State/Zip

Telephone

SSN/FEIN

Email

Event Details

The Office of Community Programs will coordinate all space needs with User. A list of all reserved space on campus will be provided to User within seven (7) days after agreed upon by both Parties. User shall provide College with a complete list of all Participants and staff (names, addresses, housing requirements, ages, including male or female and specific roommate assignments) not less than fourteen (14) days prior to the start of the Event. User shall provide an updated list of attendees to College three (3) days prior to the Event.

User will maintain and provide adequate supervision, administration and instruction for the Event and all Participants. College specifically disclaims any liability or responsibility for the supervision, health, safety or control of all Participants, staff and their invitees during the Event. User will be solely responsible for ensuring the supervision, health, safety and well-being of Participants and its staff.

The Office of Community Programs is available during regular business hours and provides 24/7 coverage with an on-call staff member (during June/July) as well as College emergency response through the RC Office of Campus Safety year round.

1. **Name and description of Event:** _____

2. **Reservation List:** (see Schedule I attached)

3. **Facilities to be Reserved:** _____

4. **Date of Event(s):**

The "Event" will commence on: _____ and end on: _____

5. **Services to be Provided:** (see Schedule II)

- College will provide the following facilities, services, and equipment which may be modified in writing by User and College.
- The Office of Community Programs will coordinate with User all facilities needs and setup, AV equipment and setup, and special requests for the Event.

6. **Food Service (Check One):**

- Food service is **not** being arranged for or provided as part of this Agreement.
- Food services are being provided by College's dining services as part of this Agreement.

- Meals: College will provide to the participants and staff the following meals (each, a “Meal” and collectively, the “Meals”) during the Event:

First meal served: **B L D** (circle one) on _____(date).

Last meal served: **B L D** (circle one) on _____(date).

List each meal for the Event: _____

All Meals will be served cafeteria-style and eaten in Sutton Commons Dining Room during defined hours (the “Meal Hours”). Meal Hours shall be set by College in its sole discretion in consultation with User. Based on information for the number of Participants to be provided by User on the Reservation List, together with any special needs or requests for certain Participants, College Dining Services staff will prepare Menus for the Meals. User shall provide College a Meals estimate not less than twenty one (21) days prior to the start of the Event. User shall deliver to College five (5) day prior to Event a final Meal Count of all staff and Participants (the “Meal Count”). The Meal Count shall serve as the basis for the maximum number of Participants to be served at each Meal. Charges for Meals are based on the greater of the guaranteed minimum or actual number of Participants provided by User.

User requests the following Catered Items: (each, a “Catered Item” and collectively, the “Catered Items”): _____

The Meal Count shall serve as the basis for the minimum number of Catered items provided unless otherwise requested by User. All Catered Items shall be delivered to a location approved by College and as designated by User. Delivery by College of Catered items may require payment of a delivery fee, which shall be payable by User. User will provide College with all requests for Catered Items, not less than twenty one (21) days in advance of the start of the Event. User shall also deliver to College five (5) days prior to the start of the Event a registration list of all participants. Charges for Meals are based on the guaranteed maximum or actual number of Participants, whichever is greater.

College shall be the exclusive provider for all dining, catering, and vending services. All beverages served on College owned or leased property shall be Pepsi products.

7. **Lodging Allocation (Check One):**

- This Agreement does **not** include the use of College Lodging Facilities
- The space(s) allocated to your event for lodging are:

College agrees to supply to User during the Event residential accommodations for those Participants, listed on the Registration List attached as Schedule I, in as many residential dormitory rooms as are required to adequately house all of User's Participants and staff, subject to College's availability.

College shall have full and complete discretion in making all room assignments, which shall be limited to the normal facilities equipment and fixtures in a college residential dormitory, including a bed, nightstand, dresser, desk, and chair, with single, double or triple occupancy. College shall not provide any personal property or services related to the dormitories, such as, hygiene supplies, turn-down service or daily room servicing. User may request bed linens and bathroom towels prior to or upon arrival at a fee of \$6.00 per Participant which will be invoiced to User. A 10% restocking fee for ordered but unused linens and towels will be charged to User together with a charge for any missing or damaged linens or towels.

User will exercise all due care in the use and enjoyment of the lodging and other facilities provided by the College pursuant to the terms of this Agreement.

8. **Facility Allocation (Check One):**

- This Agreement does **not** include the use of College facilities
- The facility allocated to your event is as follows:

The Office of Community Programs will coordinate facility needs with User. A list of all scheduled space will be provided once space has been scheduled and agreed upon by both Parties.

9. **Parking (Check One):**

- Parking is **not** being arranged for or provided as part of this contract.
- Parking designated by College's Office of Campus Safety: **LOT(s)** _____

The Office of Community Programs will make reasonable efforts to work with College's Office of Campus Safety Office to provide a delineation of services if requested by User. Parking for the Event will be allowed in College's campus parking lots as assigned by the Office of Campus Safety. Visitor parking passes are provided at no charge to park in designated parking lots.

10. Deposit:

A Deposit of \$_____ is required. If User cancels the Event, unless otherwise provided in paragraph 16 of this Agreement, the Deposit shall be non-refundable. If College refunds the Deposit, the Deposit will be refunded less any expenses incurred by College up to the date of termination of this Agreement by both Parties.

11. Coordination of Services

User has contracted with College to provide coordination of services as detailed in Attachment A. Program management will be conducted by User.

12. Exclusions: The following services shall specifically not be provided to User under this Agreement:

- transportation to or from airports, Metro and train stations, bus depots, or other forms of transportation; or transportation to or from events held off-campus.
- payment for or reimbursement of fees charged to User during off-campus.
- office supplies or office services. User will provide own flip charts, white boards, markers and erasers, etc.
- resources, facilities, goods, and services not listed specifically in this Agreement.

13. Revisions, Changes or Modification to Event Agreement:

Any services not specified in this Agreement by User are subject to additional charges. Written requests shall be submitted to College no later than twenty one (21) calendar days prior to the start of the Event. College may request User to replace original Attachments A and B with a revised version if College is able to accommodate a request by User for a revision or change to this Agreement. Other charges may include (if any): advanced meals, housing and facilities, dorm damage, lost keys, guest meals, recreational services, any special request not stated in this Agreement by User; all such extra requests or modifications will be invoiced to User. College and User agree to meet to assess and discuss any issues or modifications to Event planning that may be mutually beneficial to User and College and make necessary changes to the agreement for future reference.

14. Attached is a copy of the insurance policy and/or insurance certificate required by paragraph 9 of the Event Agreement.

Date Attachment A (Event Details) was complete _____

14. Fees:

- Facilities – \$_____ rate of facility plus \$5.50/per person usage fee
 - o **Technical Support** – if requested by User, 37.50/per technician/per hour
 - o **House Manager** – (Olin Theater) \$25.00/per manager/per hour
 - o **Set-up and Labor** - \$25 per person/per hour prior to 4pm. After 4pm/weekends \$37.50/per person/per hour
 - o **Approved Certified Lifeguard** - \$11-\$15/hour per life guard – if available with sufficient notice
 - o **Housekeeping** – between 7am-3:30pm included in facility fees, absent unusual circumstances as determined at the discretion of College Manager of Housekeeping Services. If the College Manager of Housekeeping Services determines that additional facility fees should be paid by User, such housekeeping service fees will be \$25/per person/hour before 4pm. After 4pm/weekend \$37.50/per person/hour.

- Lodging** – rate of \$22/per person/per night +VA state sales tax
 - o **Linens** – rate \$8.75/per person. Must be entire group
 - o **Lost Keys** – rate \$35/each room key. \$50/each exterior residence hall key. \$600/each master key

- Meals**
 - Breakfast \$ _____ (rate per person/per meal)
 - Lunch \$ _____ (rate per person/ per meal)
 - Dinner \$ _____ (rate per person/per meal)
 - o **Meal Bands** - .20/per person
 - o See menu for catered items

Campus Safety - \$25/per officer/per hour – if available and with sufficient notice

15. Total Estimated Cost:

ESTIMATED ATTENDANCE _____ NUMBER OF NIGHTS _____

Facility usage estimate	\$ _____
Food estimate	\$ _____
Lodging estimate	\$ _____
Misc. expenses _____	\$ _____

A total estimated cost of \$_____. All amounts due to College shall be paid no later than 30 days upon receipt of final invoice from the Office of Community Programs at ROANOKE COLLEGE.

Payable to:
 ROANOKE COLLEGE
 Community Programs Phone: (540) 375-2323
 221 College Lane Email: programs@roanoke.edu
 Salem, VA 24153-3974

Date Attachment B (Estimate) was completed: _____

EVENT SCHEDULING
Reservation Policies

The Campus Master Calendar is maintained by the Information Desk of the Colket Center. All academic and administrative offices plus honorary, departmental and student organizations are required to schedule their events scheduled for public areas of the college on this calendar. No event shall be considered officially scheduled until the following two steps have been accomplished: 1) the event has been approved and placed on the Campus Master Calendar, and 2) the specific facility or location has been reserved by the sponsoring party.

The campus will be block-booked (all spaces reserved) in order to maximize the support services for special events such as Family Weekend, Alumni Weekend, Graduation and Orientation.

Events will be scheduled on the Campus Master Calendar in accordance with the below listed priorities. The President or a designated officer may deny permission to schedule a proposed event if it does not meet the college priorities, will conflict with previously scheduled events, will conflict with college policies, or is not consistent with the mission of the college.

Scheduling Priorities

1. Events included in the Academic Calendar such as:
 - A. Commencement, Orientation activities, and the college-sponsored events, i.e. Family Weekend, Alumni Weekend, and
 - B. College-wide events sponsored by academic or administrative offices, i.e. Fowler lecture series, convocation, performing arts series, church service, Theatre RC productions, and inter-collegiate sporting events.
2. Other academic, administrative, student, honorary, or department organization sponsored campus-wide events. Campus-wide events must have as a primary purpose equal and open participation by all students, faculty and staff or consist of a major performance in which admission to the event is open to all students, faculty and staff.
3. Closed events sponsored by college academic or administrative offices, and student organizations. Closed events are of two types:
 - A. Events that are sponsored by an organization, but involve limited campus participation, i.e. only open to women, only open to men, only open to members, etc., and
 - B. Events sponsored by an organization for that organization's members and their guests, i.e. formal and informal rush events, initiation activities, business meetings, inaugurations, dances, etc.
4. Rentals
 - A. Events sponsored by off-campus organizations and individuals.
 - B. Faculty or staff who desire to reserve space on campus for activities not directly related to job responsibilities or for personal reasons.
 - C. Students who desire to reserve space for personal reasons.

- D. If faculty or staff wish to have their activity or event be sponsored by the college they must receive permission from their divisional VP. The general rule is that the College (and its faculty/staff) ought to have a vested interest and involvement/participation in the event. The rental fee may only be waived by the written authorization by the approved personnel.
- E. Events in this category must be contracted through the Colket Center Coordinator and are subject to regular rental fees. The Academic Calendar and all college-sponsored events and activities will always have a higher priority than events in this category.

5. Facility Usage Policies

- A. Decorations or other material should not be attached to the walls or doors of the rooms. The sponsoring group must remove all materials at the conclusion of the event.
- B. All programs should be conducted in such a manner as not to produce excessive noise that may be disruptive to others.
- C. Roanoke College is not responsible for any losses or injuries suffered by persons as a result of room reservation and/or activities by the sponsoring organization.
- D. Violations of the Roanoke College Event Scheduling policies and procedures may result in the sponsor losing the privilege of sponsoring future events.