



DAVIDSON COLLEGE CONFERENCE AND FACILITY AGREEMENT

The following constitutes an agreement between Davidson College ("the College") and _____ ("The Client"). We are entered into this agreement on this day of 2000.

THE FOLLOWING IS AGREED UPON:

I. The Program The College agrees and does permit the Client to conduct a _____ ("the program") at and on the Davidson College campus.

II. Term The Client agrees to conduct the program on (date) from (beginning time) to (ending time) .

III. Payment The Client agrees to remit to the College the sum of \$ ----- for the following:

_____ All rental is subject to applicable taxes. All set-up fees, clean-up fees and technical fees will be charged additionally.

IV. Deposit and Guarantee Policy A non-refundable deposit of one half of the rental fee in the amount of _____ is required when the contract is signed. All rental fees under \$100 must be paid in full at the time of contract signing.

V. Early arrival policy No participants ("participants shall refer to and include throughout this agreement all vendors, guests, committee members and concessionaires of the Client affiliated with the above described specialized program, whether they reside on or off campus) may gain access to campus facilities and accommodations rented by the Client earlier than the stated beginning date nor remain after the stated end date without permission of the College.

VI. Insurance The Client shall provide Davidson College with evidence of insurance covering the date of the above stated event. The required insurance in all cases will be a public liability/property damage policy, minimum coverage \$1,000,000 comprehensive. The College must be named in said policy as an additional insured. This requirement may be satisfied by providing Davidson College with a certificate of special event insurance or by purchasing special event liability insurance through Davidson College.

Application for college-provided insurance must be made no less than three months prior to the first date of the event. Insurance is not confirmed until receipt of paid Certificate from the Client by the College. Insurance cost is dictated by several factors including the nature, size and duration of the event.

VII. Indemnity The Client agrees to hold the College harmless from any and all third-party claims for bodily injury, sickness, disease, or death and any property loss or damage that may arise from activities associated with this application/agreement, to the extent caused by any negligent act or omission of the Client, its agents, subcontractors or employees, including any and all reasonable expense, legal or otherwise, incurred by the College in the defense of any claim or suit arising out of the work done under this agreement.

Davidson College agrees to indemnify and hold the Client harmless with respect to any losses or damages, of whatsoever nature and however occurring, which arises out of, or in connection with, any breach of the terms and conditions of this Agreement by Davidson College.

Personal possessions and clothing for participants are not covered for loss or damage, including but not limited to, fire, water damage, or theft. The Client agrees to hold harmless the College for any and all such loss or damage.

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VIII. Representation The Client agrees not to use Davidson College's name or registered marks in connection with publication, advertising, marketing, or in any other supportive manner without the prior approval of the College.

IX. Damages The Client assumes full responsibility for the acts of the participants using College facilities and agrees to reimburse the College for any and all damages to facilities, equipment, or furniture, charges for false fire alarms (\$200 per incident), and fines for violation of College regulations.

The Client agrees not to make any alterations or attach any fixtures to any facility. The Client will restore any facilities to their previous condition including removal of any signage placed by the Client, unless previous arrangements have been made with the College and added as schedules to this agreement. The Client is responsible for any damage to such facilities while being used by the Client.

X. Loss of Property The College shall accept no responsibility for theft or other loss of money, valuables, or personal effects of participants or agents of the Client.

XI. Laws and Rules The Client agrees to comply with all the rules of conduct of the College, ordinances and regulations of the city, county and federal government in the operation or conduct of the Client's activity upon the premises.

XII. Non-Infringement The Client is responsible for ensuring that the program and any content associated with the program does not infringe or violate any copyright or any other intellectual property rights of any third party. To the maximum extent permitted by law, the Client will indemnify and hold the College harmless for any such claim.

XIII. College Rights The College reserves the right to enter the facilities being used by the Client at any time for the purpose of inspection, repair or emergency.

The College may revoke the campus privileges including residency in or utilization of any of its buildings of any occupant whose conduct, solely in the College's opinion, becomes injurious or potentially injurious to the College community.

The College reserves the right to substitute alternate facilities if appropriate in view of a change in the anticipated number of participants in the Client's conference, the need to use the facilities originally assigned for another use, or other exigencies, if Client's conference can be accommodated in such alternate facilities.

XIV. Other Users The Client understands that other activities may be conducted on the College campus by the College or other organizations during the above time period; however, the College agrees that it will make every effort to schedule such other activities so as not to unreasonably interfere with the Client's event or conference.

XV. Additional Agreements and Changes Additional agreements and changes can be made on a case by case basis if agreed upon by both parties. All additions and changes must be written, dated, attached to the present contract, and signed by both parties.

XVI. Cancellation If College facilities required for accommodating the client's program are destroyed or damaged by fire or other casualty or become unavailable or unusable because of strikes, labor disputes, or any other cause beyond the reasonable control of the College, then the College may elect to terminate this Agreement and return the Client's deposit. If any required deposit or other sum is not paid promptly when due or in the event the Client shall violate any of the terms of the Agreement, the College may cancel the Agreement, require the Client to vacate the premises and the College shall retain all sums received prior to such termination.

XVII. General Provisions This agreement is not binding until countersigned by the College. The College will honor its terms, the rates for charges and the availability of facilities and services for 14 days from the date found in the opening paragraph on page 1 of the agreement. The agreement must be countersigned by the Client and returned to the College within the 14 day period. After that it will be subject to change and availability.

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This agreement shall be governed by the laws of the state of North Carolina. The College is an equal opportunity institution and subscribes to all requirements of federal law not to discriminate with respect to students, employees, applicants, or College programs on the basis of sex, race, color, national origin, religion, age, handicap or veteran status.

The client representative signing this agreement states that he or she has the full authority to represent the Client group in this agreement.

Davidson College
Auxiliary Services
Cissi Lyles, Manager, Guest Services

Client: (Print Name)

Signature

Date: _____