WEST LIBERTY UNIVERSITY
HIGHLANDS CENTER RENTAL AGREEMENT

The rental of classrooms at the Highlands Center facility of West Liberty University is restricted to educational purposes. Meetings held for teaching, training, and testing are considered educational. Absolutely no meeting may contain any commercial promotion.

Rental is on a daily basis per classroom with the first hour or portion thereof at the rate of $75.00 and each subsequent hour or portion thereof at the rate of $50.00. Laptop computers, if not in University use, are available at $2.50/Hour/Computer. Multiple week rentals are subject to pre-approval by the Chief Financial Officer of the University.

Invoices will be issued by the Highlands Center staff on the day of use and are payable by check or money order within thirty (30) days to the following address:

West Liberty University
Business Office
208 University Drive, CUB 109
West Liberty, WV 26074

WV Consumer Sales Tax (6%) will be assessed on all invoices UNLESS the renting party presents a copy of a Certificate of Exemption (SSTGB Form F0003). If tax exempt status is claimed (and confirmed by Certificate), payment must be made in the same name as appears on the Certificate.

NO PAYMENT CAN BE ACCEPTED AT THE HIGHLANDS

Lessee to Complete the Following:

Individual  □ Government Agency  □ Corporation  □ Association
Partnership  □ LLC  □ High School/College/University
Other __________________________________________

Name: __________________________________________ Date: ____________________
Lessee’s Printed Name

Name: __________________________________________ Date of Rental: ______________
Signature

Address: ________________________________________ Time & Duration

________________________________________________________________________

Number of Participants: ______

Phone: ________________________________________ Number of Laptops: ______

Accepted by: ___________________________ Date: ____________________

07-01-14
TERMS AND CONDITIONS

1. This agreement shall not be amended except in writing signed and dated by all parties.

2. If Group is a corporation or other non-individual entity, it warrants that is properly organized and has authority to execute this Agreement.

3. Group/individual warrants that it will comply with all relevant Federal, State and Local Codes, Ordinances and Regulations, including but not limited to health and safety codes, alcoholic beverage control laws, disability laws and the like.

4. Group/individual shall indemnify, defend and hold West Liberty University harmless from and against any claim, cause of action, or injury to persons or property arising from the group's/individual's function or group's/individual's failure to comply with the terms and conditions of this Agreement, including the representations hereinabove set forth, and group/individual further agrees to indemnify West Liberty University from and against all costs, attorney fees, expenses and liabilities incurred in or about any such claim, action or proceedings in conjunction therewith.

5. West Liberty University must pre-approve any banners, displays, exhibits, and other outside materials brought to the facility. Group/individual is solely responsible for all outside materials. All outside displays, exhibits, and other outside material must be removed immediately following the event.

6. Group/individual may have catered food brought to the event. Group/individual is solely responsible for the proper clean-up and disposal of any remaining catered food.

7. At the sole discretion of the University, the group/individual rental agreement may be cancelled if it is determined that the group/individual's use of the facility will/is interfering with the normal operations of the University's facility. Group/individual, if already occupying the facility, will immediately cease the event and make an orderly exit from the facility.

8. Group/individual is responsible and will reimburse West Liberty University for any damage, loss, or liability incurred by West Liberty University, by any of the group's/individual's guests or any persons or organizations contracted by group/individual to provide any service or goods before, during or after the function.

9. West Liberty University or the contracting group/individual will not be liable for nonperformance of this Agreement when such nonperformance is attributable to labor troubles, disputes or strikes, accidents, government (federal, state, and municipal) regulations of or restrictions upon travel or transportation, riots, national emergencies, acts of God, and other causes whether enumerated herein or not, which are beyond reasonable control of either party.

10. If for any reason the space reserved is not available for the event, West Liberty University may substitute other space comparable in quality and group/individual agrees to accept such substitution.

11. In the event West Liberty University uses an attorney, collection agency or other lawful method to collect any amount due to West Liberty University under this agreement, the purchaser agrees to pay all expenses of collection, including reasonable attorney's fees and costs.

12. This Agreement (a) shall be governed by and construed under and in accordance with the laws of the State of West Virginia; (b) shall be binding upon and shall insure to the benefit of the parties hereto and their respective successors and assigns, provided, however, that this Agreement may not be assigned by any party without the express written consent of other parties hereto; (c) embodies the entire Agreement and understanding of the parties with respect to the subject matter hereof; and (d) supersedes all prior Agreements and understandings, written or oral, between the parties relating to the subject matter hereof.

West Liberty University

Initial & Date __________________________