

EMORY & HENRY COLLEGE
Contract for Rental Groups/Events 2017

This contract made on the _____ day of _____, _____ between Emory & Henry College, located at 30461 Garnand Drive, Emory, VA and _____.

Whereas, it is the responsibility of the E&H Board of Trustees to establish standards of conduct and regulations for the use of facilities for all groups, and

Whereas, E&H believes that both freedom to pursue one's goals and responsibility for one's actions are necessary to the life of an intellectual and Christian community, and

Whereas, _____ desires to utilize the _____ for _____ to be held on _____, and accepts and agrees to be bound and abide by the following terms and conditions while on the College premises:

1. Any group, organization, or individual wishing to use all or part of the campus must schedule the use with the proper office as outlined in this contract under each specific area. Use of the building and furnishings are subject to the approval of each office of Emory & Henry College managing each specific area. Priority in use is given to college-sponsored events.
2. Behavior which is abusive, obscene, indecent, excessively noisy, disorderly, or which unreasonably disturbs other groups or individuals will not be tolerated. Such behavior can result in immediate dismissal from the grounds and may serve as the basis for denial of future reservations. If disruptive behavior occurs such that the College deems necessary to assign a security officer, the expense will be charged to the group.
3. Cooperation and courtesy are to be shown to all E&H staff members. Any intentional interference in the performance of the duty of a campus security officer, fire fighter or any other institutional office is strictly prohibited.
4. E&H maintains that the use of alcoholic beverages or illicit drugs in no way contributes to the institutional ideals or to the fulfillment of the persons who comprise the academic community. Drinking, possession of alcoholic beverages may be considered for events but only with prior approval and proper Virginia State Law required documents, illicit drugs on College property are strictly prohibited. I declare that neither I nor anyone in my group including children entrusted into my care, if applicable, are under the influence of any chemical substance including alcohol at the time of the signing of this contract or at the time of participation in any activity on the Emory & Henry College campus. SMOKING is NOT permitted in any building or outside of the designated smoking areas outside of the buildings.
5. Parking spaces designated for the handicapped and other personas are to be honored at all times. The weekend parking regulations of Emory & Henry College apply to ALL parking lots on campus. Anyone violating these regulations may be ticketed by Campus Security.
6. In the event of disruptive behavior, a chaperone or other group representative must meet with the Facilities & External Program Coordinator, Chief of Campus Police, and/or other College officials as deemed appropriate. The meeting may be conducted at the College's discretion. All expenses related to follow-up, investigation, or damages are the responsibility of the group.
7. With the exception of service animals, NO PETS are allowed on campus. The Facilities & External Program Coordinator must be made aware of any service animals. Proper paperwork will need to be completed before the group arrives.
8. In the event of interruption of service because of problems in the facility or with utilities (heat, lights, water, phone), the College shall make all reasonable efforts to restore service but shall give no abatement in rental fees nor be liable because of temporary interruptions to service.

9. The group leader is responsible for seeing that all regulations are up-held. It is the responsibility of the group to provide adequate chaperones and security for the group. A chaperone must be available at all times, including meal times and any recreational functions. ALL CHILDREN MUST BE SUPERVISED BY ADULTS.
10. **E&H is not liable for accidents.** Each group must provide its own medical and accident coverage. The group agrees to hold harmless the College for any and all liability for bodily injury or property damage arising due to negligence on the part of the group or any group participant. **A Certificate of Liability Insurance must be provided with completed application for each group using any part of the Emory & Henry campus. The certificate of general liability must name Emory and Henry College as an additional insured entity. Please see insurance requirements form to determine the type of insurance requirements your group or event will be required to carry. Such insurance can be obtained through a local agent or online through EIIA at the "Special Events" tab at the following web address: www.eiia.com.**
11. Each individual or group agrees to hold Emory & Henry College and its employees, agents, officers, trustees, and affiliates free and harmless from any and all action and shall indemnify Emory & Henry College against any and all liability, demands, loss, damages, expenses, suits, penalties, claims and demands of every kind and nature, and expenses related thereto, including reasonable court costs and attorney's fees, arising out of any accident, injury, death, loss or damage to self, adults, children and property entrusted to your care that may occur as a result of the individual's or group's conduct of its activities upon and use of Emory & Henry College premises under this Agreement. However, nothing in this paragraph shall be deemed to exonerate Emory & Henry College from liability caused directly by the negligence of Emory & Henry College as owner of the premises.
12. It is the responsibility of each group to provide appropriate insurance coverage and personnel practices as it deems necessary to comply fully with federal and state regulations covering its employees and/or agencies, including, but not limited to, workers' compensation insurance, payroll taxes, statutory benefits and other liabilities.
13. Personal possessions of program participants, coaches, volunteers, employees or spectators are not covered for loss or damage, including, but not limited to fire, water damage, or theft, under College insurance policies. Each group agrees to hold harmless the College for any and all such loss or damage.
14. Any damages incurred due to the use or misuse of any E&H building, facility or property by any group will be the responsibility of said group. Said group will be responsible for paying cost of repairs or replacement, whichever is deemed necessary by the College.
15. No furniture other than folding chairs and tables may be moved within the building for any function without prior written approval. **Unless documented in writing between the College and the renting party, under no circumstances shall the artwork or the photographs be touched, even temporarily for removal and replacement.**
16. If food service is required within the *Van Dyke Building*, all arrangements must be made with Sodexo at (276)944-6588. Food is not to be brought into Van Dyke unless approved by Sodexo Food Service.
17. E&H reserves the right to cancel the event due to unsafe facility conditions, reasons due to an epidemic, significant weather related event or act of God, terrorism, etc.
18. If additional staffing for maintenance, custodial or security services is requested by the renter, or required due to circumstances beyond the control of E&H, renter will be responsible for making payment for these services at a rate of \$30 per hour per person and for actual costs of any equipment or supplies.

BLAKEMORE-BUCHANAN HOUSE

1. Individuals, faculty and staff members reserving the Blakemore have up until one week from the date of arrival to cancel room reservations without penalty. After the one week deadline, the appropriate account or department will be charged and will be responsible for one-half the cost of the full reservation.

2. If the entire house is reserved for any amount of time, one-half of the total cost of the reservation must be paid when the reservation is made. The reservation deposit is non-refundable.
3. **Check-out is promptly at 11:00 AM.** There is a four hour window for staff to prepare the rooms for the next guests. Please be respectful and depart on time. **Check-in is no earlier than 2:00 PM.** To request an additional night, please call Teresa Wood at 276-944-6242. Persons arriving early will not be permitted to enter the house until 2:00 PM unless otherwise approved by the Facilities and External Program Coordinator BEFORE THE DAY OF ARRIVAL. Late check-out will result in an additional charge for another night's stay and personal belongings may be collected and set outside the room for you to pick up at a later time.

EMORY & HENRY SWIMMING POOL

1. Risks exist during swimming activities. These risks include physical injuries, psychological injuries, and even the possibility of loss of life. Your group hereby assumes all of the risks of participating in swimming pool activities and agrees to abide and be bound by the terms and conditions included in this contract.
2. The group understands and assumes full responsibility for all patrons in their party and understands that the included terms and conditions apply to all attending party members, including those that remain on the pool deck and do not enter the water.
3. The group fully understands that swimming pool activities involve a certain level of risk of injury and that self-participation or that of your child(ren) or child(ren) in your care in these activities and your signing of this contract are completely voluntary.

ATHLETIC FACILITIES AND EVENTS

1. The following items are strictly prohibited from the Fred Selfe Athletic Stadium turf:
 - Metal tip cleats
 - All sports drinks with the exception of lemon-lime or plain water
 - Heating devices
 - Vehicles
 - Tobacco, gum, and sunflower seeds
2. The renter is responsible for paying a Facility Manager to be on site throughout the event, at a rate of \$20.00 per hour. Payment must be made in advance of the event.
3. Sodexo is the campus food vendor and has the right to sell food and beverages at the event.
4. The renter is responsible for selling tickets and controlling the gate(s). All gate proceeds may remain with the renter.
5. The renter is responsible for providing medical coverage for the event. This includes sports medicine supplies and services such as taping, ice bags, etc., as well as ambulance service or on-site doctors or EMT's.

SUMMER CONFERENCES

1. A telephone will be placed in the room occupied by the primary chaperone, if requested. It is recommended that one chaperone receives all emergency calls. Telephones are also available in the Van Dyke Center and the Martin-Brock Student Center that may be used for credit card calls. Calling cards are available for purchase at the Emory Mercantile.
2. There will be a \$30.00 charge for entrance keys, misplaced room keys, damaged keys, and/or keys that are not returned upon departure. These charges will be reflected on the group's statement of account.
3. **Setup instructions must be provided at least 10 working days in advance of the event.** If not provided in a timely manner, there is no guarantee that the setup can be completed. The College shall make a reasonable effort to accommodate the group, but shall give no abatement in rental fees nor be liable because of the group failing to provide pertinent information requested. Please draw a diagram of the setup. We will do our best to make it as similar as possible.

4. In order to guarantee reservations, a twenty-five percent (25%) deposit of the estimated cost must be paid with the return of the signed contract. Billing rates applied will be in accordance with information provided on the group reservation application. **Reservations will not be guaranteed without the 25% deposit.**
5. Accounts must be settled within thirty (30) days of departure. An invoice will be mailed to the group representative within fifteen (15) days of departure. For accounts not paid within 30 days, a finance charge will be applied at the rate of one percent (1%) per month or twelve percent (12%) per annum.
6. **The group agrees to adhere to the following arrival and departure schedule for housing purposes.** All personal possessions must be removed from the housing areas by the posted times. **Check-out is promptly at 11:00 AM.** There is a four hour window for staff to prepare the rooms for the next guests. Please be respectful and depart on time. **Check-in is no earlier than 2:00 PM.** Groups arriving earlier will not be permitted to enter the rooms until 2:00 PM unless otherwise approved by the Facilities and External Program Coordinator BEFORE THE DAY OF ARRIVAL.

MEMORIAL CHAPEL

1. Any group, organization, or individual wishing to use all or part of Memorial Chapel must schedule the use with Laura Pruitt, Conferences Director at 276-944-6263. Use of the building and furnishings is subject to the approval of the Chaplain of Emory & Henry College.
2. In order to guarantee reservations, a twenty-five percent (25%) deposit of the estimated cost must be paid with the return of the signed contract. Billing rates applied will be in accordance with information provided on the group reservation application. **Reservations will not be guaranteed without the 25% deposit.**
3. We are happy to have Memorial Chapel available for your use. However, all who use this facility must share the responsibility for its care. Please treat our building and facilities as if they were your own.
4. The sanctuary and Upper Room Prayer Chapel are places of worship. Activities held in these spaces should be conducted with due reverence and respect.
5. The altar appointments (cross and candlesticks) in the sanctuary and Upper Room Prayer Chapel may not be moved or removed. The altar, lectern, and pulpit should be used in their historic worship form in order that the integrity of the sanctuary may be preserved. Paraments may not be moved. Under no circumstances will a wedding party be allowed to come in early or stay later than their scheduled times.
6. The sound system in the sanctuary may be used for weddings and other events. However, only the building hosts and trained staff are permitted to operate the system. Under no circumstances can anyone other than approved individuals operate the sound system. The chapel does have a few microphones that may be used with the permission of the Building Host.
7. Emory & Henry College is not responsible for providing candles, candelabras, microphones, cables, extension cords, etc. If candles are used, they MUST be drip-less candles. Candles placed in the windows must be enclosed in glass globes. Any damages resulting from use of candles will be charged to the group. **No tape of any kind** may be used on the carpet, pews, or furnishings.
8. Plants and flowers in the sanctuary may not be removed or rearranged without permission from the building host. Floral arrangements placed on the altar must not hide or obscure the cross. No flowers are to be placed on the organ, piano. During the Month of December, the sanctuary is decorated for Advent/Christmas. In respect for the worship space, plants or decorations may not be moved or altered. The same applies for the Lent/Easter season.
9. Food and beverages are not permitted in the sanctuary or the Upper Room Prayer Chapel. **Alcoholic beverages are prohibited in Memorial Chapel.**
10. **Indoor Weddings:**
We insist that you use bird seed rather than rice. Please do not throw this or any other confetti anywhere in the building. Do not use glitter or metallic confetti, as these are a cleaning nuisance and environmentally unsound.

- a. Scheduling: The bride and groom have reserved the Chapel for a period of four hours, with their wedding beginning promptly on the hour (i.e., if the wedding is scheduled at 4:00 PM, the couple has the time period from 2:00-6:00 PM). Due to the many events we host, and the way we schedule them, this is a very strict scheduling policy. Under no circumstances will a wedding party be allowed to come in early or stay later than their scheduled times or schedule and paid for additional time. The chapel office should be notified immediately of any change in the phone number or address of the bride and groom prior to the wedding. Failure to do so may result in loss of the scheduled date.
- b. Flowers: Florists are not permitted to deliver flowers or to begin to decorate for the wedding prior to the allotted time period. There are no exceptions to this rule. After the wedding, all flowers, equipment, pew ribbons, boxes, and other items belonging to florists must be removed from the Chapel no later than the allotted end time. If flower petals are to be used as carpet in the ceremony, they must be either silk flowers of your chosen color or "live" white petals. There will be no exceptions.
- c. Caterer: A contract between Sodexo Operations (Sodexo) and Emory & Henry College allows Sodexo the right of first-refusal for catering of all events at Emory & Henry. Arrangements for the catering of receptions and/or rehearsal dinners in the Fellowship Hall may be made with Sodexo at (276) 944-6588. If another caterer is used for your rehearsal dinner or reception, the name, address, and phone number of the person in charge must be included on your Event Set-up Form and the catering arrangements must be coordinated with the Facilities & External Program Coordinator.
- d. Photographer/Videographer: Pictures (including video recording) requiring flash or special lighting are not to be taken during the service. No photographer will be permitted anywhere in the chancel area or aisles so as to call attention to himself/herself or to divert attention from the worship service or from the processional or recessional. No spotlights may be used during the service. Flash photography may be done before or after the wedding.
- e. Clergy: It is the responsibility of the couple to make arrangements to officiate the wedding. The Chaplain and other clergy members of the college faculty and staff are able to officiate weddings held in the Memorial Chapel. Other ordained clergy are welcome to perform the ceremony. The name, address, and phone number of the officiating clergy should be submitted on the Event Setup Form. **All clergy must be properly registered to perform weddings in the Commonwealth of Virginia.**
- f. Marriage License: It is the responsibility of the couple to obtain a proper marriage license. Please note that the Commonwealth of Virginia has very specific regulations for clergy officiating at weddings in the state. Please check with the Clerk of Court of Washington County (276-676-6224) for specific information.
- g. Music: Wedding music should be selected in consultation with the officiating clergy. Keeping in mind that a wedding is a worship service. It is the responsibility of the couple to make arrangements for an organist/pianist. Only approved persons may use the organ and/or piano in the sanctuary. Anita Coulthard, may be available to play for weddings. Mrs. Coulthard's phone number is (276) 608-1630. If any person will be playing for your wedding, the name, address, and phone number of that person should be submitted when available and approved by the Chaplain's Office.
- h. Departure: Following the wedding service, you are responsible for leaving the chapel exactly as it was prior to the service. Florist boxes, paper, garment bags, programs, etc., are to be removed from the chapel. Please ask someone to remain behind after your service and see that the chapel is left in proper order or extra cleaning time will be charged.

11. Outdoor Weddings:

- a. Outdoor weddings may be held on the lawn outside the Chapel or by the Duck Pond. Outdoor weddings require additional planning; initial ground plans must be submitted with this contract to determine extra costs. The wedding couple is expected to stay in contact with the maintenance department prior to the wedding. The same rules and regulations outlined in the "Indoor Wedding" section apply. The chapel will be reserved as a rain location for a ONE HOUR block of time at no additional charge. For an additional fee, the chapel may be reserved for a four hour period of time.

TOBIAS-SMYTH CABIN

- 1. Reservations are made on a first-come, first-serve basis; however, the cabin may not be reserved during the Holidays or anytime the College is scheduled to be closed.
- 2. In compliance with fire codes, groups are limited to a maximum of 50 people per event.
- 3. The second floor and the stairs leading to it inside the cabin are off limits.

The rental fees for the _____ are _____ (unless further set up is required) with a non-refundable payment of _____ due by _____. **Payment should be made payable to Emory & Henry College.** A signed contract and a copy of the certificate of insurance are due by

_____ in order to guarantee the reservation. The remainder of the rental fees is due by _____.

I agree that if any provision of this contract is found to be unenforceable or invalid in any way, the remaining provisions will remain in force and in effect. I certify that I am of lawful age (18 years or older) and otherwise legally competent to sign this agreement. I further understand that the terms of this contract are legally binding and I certify that I am signing this agreement, after having carefully read it, of my own free will. As acknowledgement of the foregoing, the group agrees to the stated terms. It is my responsibility to inform my party/group and those hired to provide services for my party/group of the rules and regulations outlined in this contract. I understand that Emory & Henry College reserves the right to revise or modify policies and procedures as it deems necessary.

On behalf of _____ I, the undersigned user, have endorsed below and placed my initials on each page.

Printed Name

Signature

Representative Title

Group Name

Address

City, State, Zip Code

Home Phone

Cell Phone

Email Address

Emory & Henry College Representative

Date

**Please remit payment for all
Facilities to:**

Emory & Henry College
PO Box 947, Emory, VA 24327
Laura Pruitt- Conferences Director
(P) 276-944-944-6263 (F) 276-944-6812 (E) pruittlo@ehc.edu