

**FROSTBURG STATE UNIVERSITY
FACILITIES AND SERVICES CONTRACT**

This contract, made as of the 14th of February, 2019 between Frostburg State University, an agency of the State of Maryland (hereinafter the "University"), whose address is Frostburg, Maryland 21532-1099 and Appalachian Search and Rescue Conference, (hereinafter the "Contractor"), whose address is P.O. Box 400440, Newcombe Hall Station, Charlottesville, VA 22904.

I. CONTRACT TERM

The term of the contract shall begin at 8:00 am on Saturday, March 30, 2019 and terminate at 1:00 pm on Saturday, March 30, 2019.

II. SCOPE OF CONTRACT

The parties hereby agree to the terms and conditions listed below.

A. FACILITIES, EQUIPMENT, AND LABOR

1. The University agrees to provide facilities to Contractor as follows, during the period of the contract at the following locations:

Facility	Rate
Dunkle 123	\$30

2. The University agrees to provide equipment for use by Contractor as follows, during the period of the contract:

Equipment	No. of Units	Location	Cost
AV as needed			

3. The University shall charge the following applicable miscellaneous costs:

Facilities manager, anytime requested when the Dunkle Building is not normally open @\$10 per hour.

III. FINANCIAL ARRANGEMENTS

A. CHARGES

The charges for facilities and services listed above are subject to guaranteed head and room count numbers and shall be as follows:

1. The charge for facilities and equipment shall be as cited in Section II of this contract.
2. The charge for labor and miscellaneous costs shall be as cited in Section II of this contract.

B. DEPOSIT

The Contractor shall pay the University a deposit in the amount of - 0 - to accompany a signed copy of this document. This deposit shall be applied to the total bill for facilities, equipment, lodging, labor, food service. Refunds or forfeiture of the deposit will be governed by Section III.F of this contract.

C. BILLING

As soon as practical after the completion of the conference, the Office of Conferences and Events will provide Contractor with a statement listing any charges and credits for the conference. Billing would be sent to the following:

Mr. Daniel Brizuela
Appalachian Search and Rescue Conference
P.O. Box 400440
Charlottesville, VA 22904

Contractor will pay the University for all unpaid charges within thirty (30) days after the receipt of the bill from the University Business Office.

D. FAILURE TO PAY

Contractor agrees that if it fails to pay the charges or any part thereof in accordance with this agreement, or if Contractor violates any other provisions of this agreement, all remaining obligations of the University under this agreement shall, at the option of the University, cease and be terminated upon written notice mailed to the last known address of the Contractor. All amounts owing to the University hereunder which are more than thirty (30) days past due will be assessed at a \$30.00 late fee. In any case, all amounts owing to the University hereunder which are more than ninety (90) days past due shall be subject to a 17% collection charge in addition to the amount previously billed by the Business Office. Contractor shall reimburse the Agency for all collection costs, including professional fees and other expenses incurred in enforcing collection of any and all amounts owing hereunder, whether or not legal action is instituted. In the event suit or action is instituted to enforce compliance with this agreement, including, but not limited to the collection of any sums due and owing, the University shall be entitled to such sum as the trial court may adjudge reasonable as attorney fees to be allowed in said suit or action.

E. CANCELLATION

If the Contractor cancels this agreement prior to the first date appearing in Section I of this contract, the following charges shall apply:

1. In the event that the University is unable to provide part or all of the facilities or services specified in this agreement, as set forth in Section II herein, the University shall give prompt notice to the Contractor of said inability.

IV. SPECIAL CLAUSES AND CONDITIONS

NA

V. INDEMNITY AND DAMAGES

- A. Contractor agrees that all participants are under the direct and complete supervision and control of Contractor. As such, Contractor is liable for all damages and losses resulting from participant utilization of the facilities and services of the University resulting from the use of those facilities and services by Contractor and/or its participants. In addition, the terms and conditions of this agreement do not require the University to relinquish its control of its facilities and services to Contractor. The University retains the right to require Contractor, or any of its participants, to leave the University premises if the University feels that circumstances require it. The University assumes no responsibility for loss to personal property of Contractor or any of its participants.
- B. Contractor shall indemnify, release, and hold harmless the State of Maryland, Frostburg State University, its officers, agents, servants and employees, against any and all liability, claims, demands, actions, or causes of

actions for loss, injury or damage to persons or property, including claims of employees of Contractor or its agents, arising out of activities conducted by Contractor or its guests on or in University buildings, properties or facilities. The University assumes no liability whatsoever for any property placed by Contractor in University buildings, properties, or facilities.

- C. Contractor agrees, at the election of the University, to indemnify and hold harmless the State of Maryland and the University and their agents, employees, servants, and officers, with respect to any and all liability including any claims, costs or expenses, damages, judgments, actions, or causes of action, arising directly or indirectly at any time during or after the term of this contract, and which are caused in whole or in part, from the action or inaction of the Contractor's agents, employees, servants, officers, participants or invitees.
- D. The Contractor understands and agrees that University premises and property are fit for use only for the intended purpose(s) of said property and premises. The Contractor agrees to release and hold harmless the State of Maryland and the University, their agents, employees, servants, officers, and invitees from any action or liability resulting from the Contractor's (or its agents, employees, officers, servants, participants, and invitees) improper or unauthorized use of University premises and property.

VI. INTELLECTUAL PROPERTY

The Contractor agrees to indemnify and save harmless the state, its officers, agents, and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this contract.

VII. PROPERTY CONDITION/DAMAGE

- A. The Contractor shall be liable for any damages to University property, and equipment, and any other associated personal property, that is beyond reasonable and ordinary use and wear and that is caused by the Contractor or any agent, employee, servant, guest, or invitee of the Contractor (collectively, the "User"). Charges for repairs caused by the User shall be billed to the Contractor.
- B. The University shall not be liable for property damage sustained by User. User assumes all risks of loss or damage to property.
- C. The University makes no representations as to the suitability and fitness for use of any University equipment used by the Contractor under this contract.

VIII. UNIVERSITY REGULATIONS

Contractor is required to adhere to all University policies, regulations, guidelines and all local, state, and federal laws concerning health, safety, and public order. Failure to comply with these regulations may result in forfeiture of the privilege of using University facilities and services or termination of this agreement pursuant to Section XI hereof. University regulations include but are not limited to the following in University buildings and on University property.

- A. All individuals will abide by Maryland law, federal law, and University regulations regarding intoxicants, narcotics, and drugs.
- B. Firearms, weapons, ammunition, fireworks, explosives, and highly flammable materials are not allowed within the buildings or the grounds.
- C. Animals are not allowed in any location other than service animals.
- D. Remodeling or renovating of rooms or furniture, tampering with the electrical or mechanical fixtures in the rooms, placement of antennas out of the windows for radios, television, etc., and removal of or addition of furniture is not permitted without prior permission.
- E. Attaching any object to any University premise by nail, screw, or alteration of the premises in any manner whatsoever is not permitted.

- F. Parking in the service or fire lanes adjacent to Gira Center or other venues is not allowed. Parking on sidewalks is not permitted. However, in special circumstances, an individual may request in writing an exception to the policy. Written approval must come from Physical Plant and Public Safety must be notified. Parking on the grass/lawn areas is not allowed.
- G. Tampering with or removal of windows or window screens from any part of any building is prohibited.
- H. Tampering with the fire system or fire fighting equipment is prohibited.
- I. Gambling or solicitations in any form is prohibited.
- J. The Contractor agrees to conduct no collections or solicitation for funds, whether for charity or otherwise, without prior written consent of the University.
- K. The Contractor agrees to conduct or permit no activities in or about the University property in violation of federal, state, local, or University laws and to take all appropriate action to enforce this provision. The University, may in its discretion, require any person violating such laws and/or regulations to vacate the premises. The Contractor shall insure that any such person who is an agent, employee, servant, guest, or invitee of the Contractor vacates the premises in a peaceful and timely manner.
- L. Contractor agrees to comply with all statutes and ordinances relating to public assembly facilities, public events and performances, including but not limited to those imposing taxes and license fees. The Contractor warrants that all copyrighted or patent material, composition, work or device to be performed or used has been duly licensed or authorized by the copyright or patent owners or their representatives, and agrees to indemnify and hold harmless the University, State of Maryland, and its employees and officials from any and all claims.
- M. Contractor agrees not to sponsor, permit, or allow lewd or indecent activities on the University property.
- N. Except as otherwise permitted by this contract, the Contractor agrees to conduct no sales of items or services of any kind including, but not limited to, concessions, refreshments, and printed programs without the expressed written consent of the University.
- O. The Contractor agrees to take all reasonable steps to prevent or minimize any interference with other programs, functions, or activities of the University and its environs which may arise in the course or as a result of the Contractor's permitted use.
- P. The University reserves the right to eject any unruly, disruptive or objectionable person from the University's property and to refuse admission to any person, all without any liability on the part of the University to the Contractor.

IX. UNIVERSITY RIGHTS

The University may exercise the following rights:

- A. To enter any room for the purpose of inspection, repair, or emergency.
- B. To re-assign residence within a residence hall, after timely notification, in order to accomplish necessary repairs and renovation to the building.
- C. To revoke the campus privileges including residency in or utilization of any of its buildings of any occupant whose conduct, solely in the University's opinion, becomes injurious or potentially injurious to the University community.
- D. Authorize or disallow the transportation or location of any material, equipment, or apparatus brought onto campus.

X. REFERENCE TO OTHER DOCUMENTS OR STANDARDS

To the extent Contractor requires the University to sign, accept or process any document generated by Contractor (e.g., a purchase order or requisition for payment or similar document), the parties acknowledge execution of such document by University is simply a condition of conducting business with Contractor and any

terms or conditions in such documents that conflict with or add to the terms and conditions of this contract are hereby rejected by University and shall not modify this contract.

XI. CURTAILMENT

In the event that University buildings, property, or facilities shall be destroyed or substantially damaged by fire or other casualty, or in the event other circumstances render the fulfillment of this agreement impractical or impossible, Contractor shall be obligated to pay the fees herein above stipulated only for those services, activities and events which shall have occurred prior to said casualty or circumstances. Contractor hereby waives any claim for damages or compensation resulting from fire, casualty, or circumstances causing curtailment of this agreement.

XII. TERMINATION OF CONTRACT

- A. Termination for Default -- If the Contractor fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision in the contract, the University may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon to the Contractor and the acts or omissions relied upon as cause for termination. The Contractor shall pay Frostburg State University fair and equitable compensation for performance of the contract as specified in Section III.E of this contract. The Contractor will remain liable after termination and the state can affirmatively collect damages.
- B. Termination for Convenience -- The performance of work under this contract may be terminated in whole or in part, by the state in accordance with this clause whenever the state shall determine that such termination is in the best interest of the state. The state agrees to pay all reasonable costs associated with the termination of the contract. The Contractor shall not and will not be compensated or reimbursed for any anticipatory profits that have not been earned up to the date of termination.

XIII. ASSIGNMENT

This contract shall not be assigned by any party in whole or in part, sublet, or transferred at any time without the expressed written consent of the other party.

XIV. LIMIT OF AVAILABILITY

This agreement is not binding until countersigned by Frostburg State University. The University will honor its terms, the rates for charges and the availability of facilities and services for fourteen (14) days from the date of mailing of this agreement until returned and signed by Contractor. After that, it will be subject to change and availability.

XV. AMERICANS WITH DISABILITIES ACT

Contractor is required to comply with all regulations and requirements of the Americans with Disabilities Act and to ensure that events and services are accessible to persons with disabilities. Contractor agrees to include the procedure for individuals to request accommodations in any publicity for the event. Contractor shall be responsible for providing auxiliary aids upon request. The University shall be responsible for ensuring that the facilities which are provided for the Contractor's use are physically accessible to persons with disabilities.

XVI. MARYLAND LAW PREVAILS

The provisions of this contract shall be governed by the laws of the State of Maryland.

The Contractor hereby represents and warrants that:

- A. It shall comply with all federal, state, and local laws, regulations, and ordinances applicable to its activities and obligations under this contract.

B. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this contract.

XVII. NON-DISCRIMINATION IN EMPLOYMENT

The Contractor agrees

A. Not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment.

B. To include a provision similar to that contained in subsection (A), above, in any subcontract except a subcontract for standard commercial supplies or raw materials.

To post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

XVIII. NON-HIRING OF STATE EMPLOYEES

No employee of the State of Maryland of any unit thereof shall, while so employed, become or be an employee or subcontractor of the Contractor.

XIX. OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.)

All materials, supplies, equipment, or services supplied or used in accordance with this contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act standards.

XX. ARREARAGE

The Contractor represents that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.

XXI. PROCUREMENT OFFICER

The procurement officer designated for this contract is the Director of Purchasing. This designation may be changed at any time by the University by written notice to the Contractor.

XXII. ENTIRE CONTRACT

This contract represents, in its entirety the mutual understanding of the parties. No subsequent agreements or modifications hereof, whether expressed or implied, shall bind the parties unless the same be in writing and signed by the parties, except as noted in Section III.A.4.

Date: 2/27/19

Appalachian Search and Rescue Conference

By: 

Vice Chair

(Title)

Date 2/27/19

Frostburg State University

By: 

(Procurement Officer)